

**REQUEST FOR PROPOSALS (RFP) FOR  
MANAGEMENT OF PUBLIC PARKING AND GROUND TRANSPORTATION FACILITIES  
AT  
CHICAGO O'HARE INTERNATIONAL AIRPORT**

**Specification No. 97199**

Required for use by:

**CITY OF CHICAGO  
(Department of Aviation)**



This RFP distributed by:

**CITY OF CHICAGO  
(Department of Procurement Services)**

All Statements of Qualification and other communications must be addressed and returned to:

Jamie L. Rhee, Chief Procurement Officer  
Attention: Thomas Magno, Contract Negotiator  
Department of Procurement Services  
Bid and Bond Room - Room 301 City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602

**A pre-submittal conference will be held on  
Thursday, September 22, 2011 at 10:00 A.M., CST, at the O'Hare Aviation Administration Building,  
located at 10510 W. Zemke Road., Chicago IL 60666**

**ALL RESPONSES MUST BE RECEIVED BY 4:00PM CST ON OCTOBER 12, 2011**

**RAHM EMANUEL  
MAYOR**

**JAMIE L. RHEE  
CHIEF PROCUREMENT OFFICER**

**Thomas Magno, Contract Negotiator, Department of Procurement Services, (312) 744-4941**

## TABLE OF CONTENTS

|      |   |    |
|------|---|----|
| I.   | GENERAL INVITATION                                  | 1  |
|      | A. General Information and Guidelines               | 1  |
|      | B. Deadline and Procedures for Submitting Proposals | 2  |
|      | C. RFP Information Resources                        | 3  |
|      | D. Procurement Timetable                            | 4  |
| II.  | BACKGROUND AND SCOPE OF SERVICES                    | 4  |
|      | A. Background                                       | 4  |
|      | B. Scope of Services                                | 5  |
|      | C. Term of Services                                 | 5  |
| III. | PREPARING Proposals: REQUIRED INFORMATION           | 5  |
|      | A. Format of Proposals                              | 5  |
|      | B. Required Content of Proposals                    | 5  |
| IV.  | EVALUATING Proposals                                | 11 |
|      | A. Evaluation Committee                             | 11 |
|      | B. Evaluation Criteria                              | 12 |
| V.   | CONFIDENTIALITY                                     | 13 |
| VI.  | ADDITIONAL DETAILS OF THE RFP PROCESS               | 14 |
|      | A. Addenda  | 14 |
|      | B. City's Right to Reject PROPOSALS                 | 14 |
|      | C. No Liability for Costs                           | 14 |
|      | D. Prohibition on Certain Contributions             | 14 |
|      | E. Davis-Bacon Act                                  | 15 |

## TABLE OF EXHIBITS

|            |   |
|------------|---|
| Exhibit 1  | Scope of Services <ul style="list-style-type: none"><li>▪ Attachment A: Parking Facilities (Description)</li><li>▪ Attachment B: Current Public parking Facilities</li><li>▪ Attachment C: Functional Outline of Revenue Control System</li><li>▪ Attachment D: Vehicle Booting Services</li><li>▪ Attachment E: Ground Transportation Monitor Duties</li><li>▪ Attachment F: General Maintenance – Quality Standards</li><li>▪ Attachment G: Sample Maintenance Schedule</li></ul>                               |
| Exhibit 2  | Cost Proposal   |
| Exhibit 3  | Special Conditions Regarding Minority Business Enterprise and Women Business Enterprise (MBE/WBE) Commitment, including: <ul style="list-style-type: none"><li>▪ Attachment A: Assist Agencies</li><li>▪ Attachment B: Sample Letter to Assist Agencies</li><li>▪ Schedule B: Affidavit of Joint Venture (MBE/WBE)</li><li>▪ Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier, and/or Consultant</li><li>▪ Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan</li></ul> |
| Exhibit 4  | Professional Services Insurance Requirements and City of Chicago Insurance Certificate  |
| Exhibit 5  | On-Line Economic Disclosure Statement and Affidavit   |
| Exhibit 6  | Professional Services Agreement (SAMPLE)  |
| Exhibit 7  | Respondent Checklist and Supporting Forms   |
| Exhibit 8  | Project References  |
| Exhibit 9  | City of Chicago Travel Guidelines   |
| Exhibit 10 | Multi-Project Labor Agreement (PLA)   |

**REQUEST FOR PROPOSALS ("RFP") FOR  
MANAGEMENT OF PUBLIC PARKING AND GROUND TRANSPORTATION FACILITIES  
AT  
CHICAGO O'HARE INTERNATIONAL AIRPORTS**

**I. GENERAL INVITATION**

The City of Chicago ("**City**"), acting through its Department of Aviation ("**CDA**" or "**Department**"), invites the submission of qualifications and Cost Proposals ("**Proposals**" or "**Responses**") for the Management of Public Parking and Ground Transportation Facilities for Chicago O'Hare International Airport ("**Airports**"). The intent of the RFP is to identify qualified Respondents to provide the Services at Chicago O'Hare International Airport as described in greater detail in the Scope of Services, attached hereto as Exhibit 1 (the "**Scope of Services**").

Respondents with demonstrated experience in providing the services identified herein (the "**Services**"), and with an interest in making these services available to the City, are invited to respond to this RFP. Respondents are required to identify all resources that will be necessary to complete the Services identified in the Scope of Services.

For purposes of this RFP, "**Respondent(s)**" means the companies or individuals that submit Proposals in response to this RFP. The documents submitted by the Respondents are referred to herein as "**Response(s)**."

The Respondent(s) awarded an Agreement pursuant to this RFP, if any, are sometimes referred to herein as "Consultant(s)". Agreement refers to an agreement awarded to a Consultant.

**A. General Information and Guidelines**

1. Communications Between the City of Chicago and Respondents

**Respondents must communicate only with the Department of Procurement Services ("DPS").** All questions or requests for clarification must be submitted to the following e-mail address: CDAORDPARKING@cityofchicago.org and must be received no later than 4:00 p.m. Chicago Time on **Wednesday, September 28, 2011**. The subject line of the email must clearly indicate that the contents are "Questions and Requests for Clarification" about the RFP, and must refer to "Request for Proposals (RFP) for Management of Public Parking and Ground Transportation Facilities at Chicago O'Hare International Airport Specification No. 97199. No telephone calls will be accepted. A Respondent that deviates from any of these requirements is subject to immediate disqualification from this RFP process and disqualification from participating in future City solicitations.

2. Pre-Submittal Conference and Site Visit

The City will hold a pre-submittal conference in **the second floor Conference Room at the O'Hare Aviation Administration Building** on, **Thursday**

**September 22, 2011** at 10:00 a.m. local time. The City will address questions regarding the RFP at the pre-submittal conference, and may respond both to questions or request for clarifications raised on the day of the conference, and to questions faxed or mailed prior to the conference date.

### 3. Fee for the Submission of Proposals

Section 2-92-418 of the Municipal Code of Chicago requires, for each competitively bid contract and each request for Proposals where the estimated dollar value of the contract to be awarded, as determined by the Chief Procurement Officer, exceeds \$10,000,000.00, that **each bidder or proposer submit with its bid or PROPOSAL a non-refundable "submittal fee" in the amount of \$900.00.** The submittal fee must be submitted no later than the date and time on which the bid or proposal is due. The submittal fee must be in the form of a certified check, cashier's check or money order. The Chief Procurement Officer has determined the value of the contract for this RFP to be in excess of \$10,000,000.00. As a result, each Respondent must submit the submittal fee with its proposal.

## **B. Deadline and Procedures for Submitting Proposals**

1. Proposals must be received by the City of Chicago in the City's Bid and Bond Room (Room 301 of City Hall) (the "**Bid and Bond Room**") no later than 4:00 p.m. Chicago time on **Wednesday October 12, 2011**. The Bid and Bond Room can be reached at (312) 744-9773 between the hours of 8:30 am and 4:30 pm Monday through Friday (excluding holidays).
2. The City may, but is not required to, accept Proposals that are not received by the date and time set forth in Section I.B.1 above. Only the City's Chief Procurement Officer ("**CPO**") is empowered to determine whether to accept Proposals received after this date and time.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement of this RFP. Hand-carried Proposals must be received in the depository located in the Bid and Bond Room. The actual time of the receipt of all Proposals to this RFP will be determined solely by the clock located in the Bid and Bond Room. It is the Respondent's sole responsibility to ensure that the proposal is received as required.

3. Proposals must be delivered to the following address:

Jamie L. Rhee, Chief Procurement Officer  
Department of Procurement Services  
Bid and Bond Room  
Room 301, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Thomas Magno

4. **Respondent must submit one (1) hardcopy original PROPOSAL, two (2) paper copies of the PROPOSAL and fifteen (15) copies of the PROPOSAL in .pdf format on CD-Rom.** The original proposal must be clearly marked as such and must

bear the original signature of Respondent's authorized signatory on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or boxes.

5. The outside of each sealed envelope or box must be labeled as follows:

Statement of Qualifications Enclosed  
Request for Proposals (RFP) For  
**Management of Public Parking and Ground Transportation Facilities at  
Chicago O'Hare International Airport**  
Specification No. 97199  
Due: 4:00 p.m.,  
Submitted by: \_\_\_\_\_  
(Name of Respondent)  
Package \_\_\_\_ of \_\_\_\_

6. The City's opening of Respondent's sealed envelope(s) or package(s) containing a proposal shall not be deemed nor constitute acceptance by the City of Respondent's proposal. The City reserves the right to open and inspect all such sealed envelope(s) or package(s), regardless if the same were submitted by the due date and time specified herein, for any purpose, including without limitation, determining the particular RFP to which Respondent has submitted a proposal, determining if a proposal was submitted by the date and time specified in this RFP, and in order to determine a Respondent's return address.

### C. RFP Document Availability, Information Resources

Respondents should obtain this RFP from the City's Bid and Bond Room ("**Bid and Bond Room**") located at City Hall, 121 N. LaSalle St., Room 301, and Chicago, Illinois 60602. Respondents may request the Bid and Bond Room personnel to mail them a copy of the RFP by providing the Bid and Bond Room a Federal Express account number or make arrangements with Bid and Bond Room personnel to have a package ready for pickup by another courier service. The Bid and Bond Room telephone number is (312) 744-9773. The City accepts no responsibility for the timely delivery of materials.

In the alternative, Respondents may download the RFP from URL address: [http://www.ci.chi.il.us/webportal/COCWebPortal/COC\\_EDITORIAL/Spec97199.pdf](http://www.ci.chi.il.us/webportal/COCWebPortal/COC_EDITORIAL/Spec97199.pdf). All Respondents who choose to download the RFP are responsible for checking this website for clarifications and/or addenda.

If Respondent chooses to download the RFP document, the Respondent must contact the Bid and Bond Room by faxing a legible copy of Respondent's business card, referencing Specification No. 97199 to (312) 744-5611 or by calling the Bid & Bond Room at (312)744-9773 to register Respondent's company as an RFP document holder, which will better enable Respondent to receive any future clarifications and/or addendum related to this RFP.

Under no circumstances shall failure to obtain clarifications and/or addenda relieve a Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained

therein in preparing a proposal. Furthermore, failure to obtain any clarification and/or addendum shall not be valid grounds for a protest against award(s) made under this RFP.

**Respondents are solely responsible for acquiring the necessary information or materials.**

The City encourages Respondents to use the checklist provided in Exhibit 8 in preparing Proposals.

#### **D. Procurement Timetable**

The timetable for the selection process is summarized below. Note that these target dates are subject to change by the City.

| <b>Key Activity</b>         | <b>Target Date</b> |
|-----------------------------|--------------------|
| City Issues RFP             | September 14, 2011 |
| Pre-Submittal Conference    | September 22, 2011 |
| Pre-Submittal Questions Due | September 28, 2011 |
| Proposals Due               | October 12, 2011   |

## **II. BACKGROUND AND SCOPE OF SERVICES**

### **A. Background**

The City of Chicago, through its Chicago Department of Aviation (CDA), is strongly committed to its Public Parking and Ground Transportation Facilities at Chicago O'Hare International Airport (O'Hare).

This document outlines the services needed by the CDA to manage all aspects of the Management of Public Parking and Ground Transportation Facilities for O'Hare.

### **B. Scope of Services**

The Services to be provided for Management of Public Parking and Ground Transportation Facilities at Chicago O'Hare International Airport are set forth in Exhibit 1 (Attachment A through Attachment G). These Services included are not limited to: Public Parking Facilities, Payment Card Industry (PCI) Compliance, Department of Revenue Vehicle Booting Program, Ground Transportation Management, and Employee parking Lots.

In performing the Services, the Consultant, must cooperate fully with other vendors and consultants working with the CDA as needed and as may be determined in the sole discretion of the Commissioner and, to the extent applicable, the Comptroller or Director of the Department of Revenue. The Consultant must supply all personnel, materials and equipment necessary to perform the specified scope services ("Services") in accordance with the terms and conditions of this Agreement with the same degree of skill, care and diligence normally exercised by professionals in performing the type of services on projects of a scope and magnitude comparable to the services to be provided herein.

### **C. Term of Services**

The agreement term will be (5) years from the date a contract is awarded by the City.

## **III. PREPARING PROPOSALS: REQUIRED INFORMATION**

**Each PROPOSAL must contain all of the following documents and must conform to the following requirements.**

### **A. Format of Proposals**

Proposals should be prepared on 8 ½ X 11" letter size paper, printed double-sided and bound on the long side. The City encourages using reusable, recycled, recyclable and chlorine-free printed materials for bids, proposals, reports, and other documents prepared in connection with this RFP. Expensive papers and bindings are discouraged as no materials will be returned.

**Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below.**

### **B. Required Content of Proposals**

Respondents are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of this RFP may be cause for rejection of the non-compliant proposal. Submission of a proposal in response to this RFP constitutes acceptance of all requirements outlined in the RFP. By submitting a response to this RFP, Respondent is acknowledging that if its proposal is accepted by the City, its proposal and related submittals may become part of the contract.

At a minimum, the proposal must include the following information:

#### **1. Cover Letter**

Respondent must submit a cover letter signed by an authorized Respondent signatory committing Respondent to provide the Services in accordance with the terms and conditions of any contract which may be awarded pursuant to this RFP. The letter must:

- a. Outline the number of years Respondent has been in business, provide an overview of its experience and background, and include a list and description of its committed key personnel;
- b. Identify Respondent's legal name, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited liability company, etc.), the names of its principals or partners, and whether Respondent is authorized to do business in the State of Illinois. If Respondent is a business entity comprised of more than one (1) legal entity, Respondent must identify all legal entities so comprising Respondent, each entity's respective ownership



percentage of Respondent, and summarize the role, degree of involvement and experience of each such separate entity.

- c. Provide an overview of the experience and background of the Respondent in performing the Services as detailed in Exhibit 1 – Scope of Services.
- d. Indicate the name and telephone number(s) of the principal contact for oral presentation or negotiations.
- e. Summarize Respondent's commitment to comply with the MBE/WBE requirements as stated in the Special Conditions Regarding Minority Business Enterprise and Women Business Enterprise ("**M/WBE**") Commitment, attached to this RFP as Exhibit 3.
- f. Provide a chronological history of all mergers and/or acquisitions involving the Respondent's team members, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law.
- g. A *sample* copy of the City's standard Professional Services Agreement ("**PSA**") is attached hereto as Exhibit 6. The City may from time to time revise the PSA. The City will not accept or entertain any exceptions or objections to the PSA at any time after proposal submittal except and only to the extent the City subsequently makes a material change to a substantive provision of the PSA. **Respondent must identify any exceptions or objections it has to the documents included in Exhibit 6 with its proposal.**

## 2. Executive Summary

Respondent must provide an executive summary which explains its understanding of the City's Services and how its proposal would provide those Services. The summary must discuss Respondent's plan for implementing and monitoring the Services; approach to project management; strategies, tools and safeguards for ensuring performance of all required timely Services; equipment and software considerations; training and on-going support; and any additional factors for the City's consideration.

## 3. Respondent's Plan for Implementing the Services

Respondent must provide a detailed plan for implementing and completing the Services, and how it will meet the City's requirements. If Respondent proposes that major portions of the work will be performed by different team members (e.g., one entity provides the Public Parking Facilities services and another entity performs the Ground Transportation Management services), Respondent must provide the required information as described below.

- a. The CDA requests a listing of the various personnel, their utilization, and their associated costs in providing the Services specified in this RFP.

- b. An Operating Plan, which is reflective of the specific responsibilities and level of Service required in the Scope of Services.
- c. General, Administration and Miscellaneous services and activities not described elsewhere
- d. Skilled trades utilization to provide maintenance service
- e. Cleaning Specifications to be observed
- f. Name and qualifications of all Subconsultants
- g. Security staffing plan
- h. A detailed Annual Staffing Plan and Budget, which would demonstrate the resources to be deployed by the Consultant on a 24 hours a day, seven days week basis. This plan should provide a complete detail of deployment by shifts displayed as 1, 2 and 3 shifts. Next to each individual list the following information:
  - i. The title for that individual;
  - ii. The duties for that individual;
  - iii. The hours of work for individual, and
  - iv. The hourly rate paid to that individual
- i. Also provide an Organizational Chart indicating Key Personnel, Management Structure and Subconsultants. Describe all responsibilities and services to be provided by members within the Organizational Chart including subconsultants
- j. Unless as may be otherwise specified, the Consultant's cost proposal should be formulated in such a form and substance as to reflect a "Cost Plus Fixed Fee" Compensation Plan.
  - i. The Consultant's Compensation Plan for Services other than for the Department of Revenue's Boot requirements, will be the sum of the following:
    - Reimbursement for expenses actually incurred as set forth in the Annual Budget plus
    - A management fee.
  - ii. Reimbursement for Expenses. The Consultant will be reimbursed for expenses actually incurred for each Budget category of service(s) listed in the Scope of Services in this RFP.

4. Respondent's Professional Qualifications and Specialized Experience

- a. Respondent must describe its experience providing services similar to those required in this RFP in terms of quality of work and ability to meet similar deadlines.
- b. Respondent must provide comprehensive information for at least three (3) but not more than four (4) projects of similar type, scope and magnitude at large airports and major public or private facilities of comparable size and complexity

completed in the past five (5) years. If any of these projects can be reviewed on-line, please provide the URL for such project.

- c. Respondent must provide detail about each project referenced, including a brief description of the project, the date on which the project was performed and completed, the location of the project, the nature and extent of Respondent's involvement in the project, the total dollar value of the project, the key personnel involved and their roles in the project, and three (3) client references for the project(s). Only one (1) of these client references may be the City.
- d. Respondent must be able to demonstrate completion of the projects identified. **Experience will not be considered unless complete reference data is provided (name, position, phone number and e-mail address).** The City may solicit from previous clients relevant information concerning Respondent's record of past performance.
- e. Respondent must use the reference form attached hereto as Exhibit 8.
- f. If Respondent is a joint venture, attach a copy of the joint venture agreement signed by an authorized officer of each joint venturer. Each joint venturer must execute:
  - i. Schedule B as shown in Exhibit 3, if joint venture includes a City-certified M/WBE firms(s); and
  - ii. Separate Disclosure Affidavits (defined herein).

5. Professional Qualifications, Specialized Experience and Local Availability of Key Personnel Committed to this Project

- a. Respondent must provide:
  - i. A summary of the key personnel listed below who will be dedicated to the services described in this RFP.
  - ii. Resumes shall include current project assignment, current employer, relevant project experience in the proposed role,
  - iii. client references (name, address, telephone, email), and local availability.
  - iv. Provide a statement of commitment to relocate the individual to the area upon contract execution, if applicable. Where proposed individual(s) gained experience as part of a team, describe the team's structure and individuals role on the team.
- b. For each person identified, describe the following information:
  - i. title and reporting responsibility
  - ii. their proposed role in this project, including the functions and tasks for which they will have prime responsibility (also indicate areas of secondary responsibility if appropriate)
  - iii. their pertinent areas of expertise and past experience (particularly for those projects identified under Section III.B.3 above)
  - iv. base location (local or other)
  - v. resumes or corporate personnel profiles which describe their overall experience and expertise
- c. Respondent must provide copies of appropriate licenses or certifications required of any individual or entity to perform the services described in this RFP in the City of Chicago, County of Cook, and State of Illinois, for itself, its partners and its subcontractors, including evidence that Respondent is authorized by the

Secretary of State to do business in the State of Illinois. Provide copies with the proposal submission.

6. Schedule of Compensation

Respondent is required to submit its Cost Proposal based upon a budget of five (5) years in a format shown per Exhibit 2 of this RFP.

7. M/WBE Commitment

Respondents must describe their plan for M/WBE participation and their commitment to achieving meaningful technical and financial goals. Consistent with the City's practice of encouraging and facilitating the participation of M/WBEs in prime contractor roles on City projects, the City urges Respondents to partner with M/WBE firms at the prime contractor level. To be eligible for favorable consideration under this element of the criteria, proposed M/WBE participation on a Respondent's team must include well-defined management roles and responsibilities for the M/WBE team members and must allocate to the M/WBE financial risk commensurate with the financial rewards available to be achieved by a successful Respondent.

Respondent must complete and submit the forms attached hereto as Exhibit 3 to evidence its proposed Minority Business Enterprise and Women Business Enterprise ("M/WBE") participation. Respondent must prepare and submit a Schedule C-1 and a Schedule D-1 for each proposed M/WBE subcontractor. The City's current M/WBE participation goal is 25.0% MBE and 5.0% WBE or higher. Failure to submit these documents, or incomplete document submittal, may result in Respondent being declared non-responsive.

With each Schedule C-1, Respondent must submit a current letter of certification issued by DPS (the Schedule C-1 form is included in Exhibit 3). The proposed M/WBE must be certified by DPS at the time of the PROPOSAL submission. The City reserves the right to require Respondents to replace any proposed M/WBE subcontractor not certified by DPS. NOTE: submitting a letter of certification which had been issued by the Department of Compliance shall also be acceptable, provided that the relevant dates are current and the information concerning the area of specialty for the MBE and/or WBE indicated on the certification letter are still applicable at the time of Proposal submission.

8. Legal Actions

Respondent, or each separate legal entity comprising Respondent, if applicable, must provide a listing and a brief description of all material legal actions, together with any fines and penalties, for the past five (5) years in which (a) Respondent or any division, subsidiary or parent company of Respondent, or (b) any member, partner, etc. of Respondent, if Respondent is a business entity other than a corporation, has been:

- a. a debtor in bankruptcy; or
- b. a defendant in a legal action for deficient performance under a contract or in violation of a statute or related to service reliability; or

- c. a respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- d. a defendant in any criminal action; or
- e. a named insured of an insurance policy for which the insurer has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- f. a principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
- g. a defendant or respondent in a governmental inquiry or action regarding the accuracy of prepared financial statements or disclosure documents.

9. Financial Statements

Respondent, or each separate legal entity comprising Respondent, if applicable, must provide a copy of its **three (3) most recent audited financial statements**. The City reserves the right to accept or reject any financial documentation other than the required audited financial statements.

10. On-Line Economic Disclosure Statement and Affidavit ("Disclosure Affidavit")

Respondent, or each separate legal entity comprising Respondent, if applicable, must submit a completed and executed Disclosure Affidavit, attached hereto as Exhibit 5. If the Respondent is a business entity other than a corporation, then each member, partner, etc., of the Respondent must complete a Disclosure Affidavit. In addition, any entity that has an interest in the Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) (the "**Municipal Purchasing Act**") or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed Disclosure Affidavit as an "entity holding an interest in an Applicant" as described in the Disclosure Affidavit. All affidavits must be notarized.

**Subcontractors whose services and/or supply will play a significant role in the implementation of the project must also submit an EDS with the proposal. Other subcontractors do not have to submit an EDS unless requested by the City.**

11. Insurance

Prior to contract award, the Respondent selected to perform the Services must submit evidence of insurance in the amounts specified in the attached Exhibit 4. Respondents are required to submit evidence of ability to obtain the insurance coverages in the appropriate amounts specified in Exhibit 4 with the proposal.

#### IV. EVALUATING PROPOSALS AND RESPONDENT SELECTION PROCESS

- A. Evaluation Committee.** An Evaluation Committee ("EC"), which may include representatives of the Department, DPS and other City departments, will review and evaluate the Proposals.

In evaluating Proposals, the EC will first consider the completeness and responsiveness of the Respondent's Proposals. The RFP evaluation process is organized into three (3) phases:

Phase I - Preliminary Proposal Assessment

Phase II - Proposal Evaluation

Phase III - Site Visits and/or Oral Presentations (if necessary)

Phase I will involve an assessment of the Respondent's compliance with and adherence to all submittal requirements. Proposals which are incomplete and missing key components necessary to fully evaluate the proposal may, at the discretion of the CPO, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive. Proposals adhering to all submittal requirements will be eligible for detailed analysis in Phase II, Proposal Evaluation.

In Phase II, the EC will evaluate the extent to which a proposal meets the project requirements set forth in the RFP. Phase II will include a detailed analysis of the Respondent's qualifications, experience, proposed implementation plan and other factors based on the evaluation criteria outlined in this section.

As part of the evaluation process, the EC will review the information required by Section III for each proposal. The EC may also review any other information that is available to it, including but not limited to information gained by checking references and by investigating the Respondent's financial condition.

The City reserves the right to seek clarification of any information that is submitted by any Respondent in any section of its proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the proposal and eliminate the Respondent from further consideration.

The City reserves the right to enlist independent consultants to assist with the evaluation of all or any portion of the proposal responses as it deems necessary.

After the EC completes its review of Proposals in Phase II, it may submit to the Commissioner of the Department (**and, to the extent applicable, the Comptroller or Director of the Department of Revenue**) (the "**Commissioner(s)**") a recommended list of Respondents (Phase III), or the EC may forego Phase III and submit a recommendation to select one or more Respondent(s) or to reject any or all Proposals.

If the EC submits a list of Respondents for further review, then, in the sole discretion of the Commissioner, those Respondents may be subject to a site visit and/or invited

to appear before the EC for an oral presentation, to clarify in more detail information submitted in a proposal and/or to ask Respondent to respond to additional questions. Afterwards, the EC will make a final evaluation and will submit a recommendation for award to one or more Respondents to the Commissioner.

If the Commissioner concurs with the selection recommendation from the EC, the Commissioner will forward such concurrence and recommendation to the CPO for authorization to enter into contract negotiations with the selected Respondent(s).

The City will require the selected Respondent(s) to participate in contract negotiations. The City's requirement that the selected Respondent negotiate is not a commitment by the City to award a contract, nor is such requirement an opportunity for Respondent to take exception or objection to any part of the PSA. If the City determines that it is unable to reach an acceptable contract with the selected Respondent, including failure to agree on a fair and reasonable Cost proposal for the Services or any other terms or conditions, the Commissioner may ask the CPO to terminate negotiations with the selected Respondent, and to negotiate with any of the other Respondent until such time as the City has negotiated a contract meeting its needs.

**B. Evaluation Criteria.** In addition, the EC will review the Respondent's proposal using the following criteria (not necessarily listed in order of importance):

1. **Ability to meet the service requirements** described in the Scope of Services and Section III.B., above.
2. **Technical Competence as Evidenced by:**
  - a. Respondent's overview and plan for implementing the Services;
  - b. Respondent's professional qualifications and specialized experience;
  - c. Respondent's professional qualifications and specialized experience of committed personnel available for assignment to this project; and
  - d. Respondent's professional qualifications, specialized experience and local availability of key personnel committed to this project.
  - e. Respondent's proposed LPR equipment, maintenance, and support plan.
3. **Cost Proposal.** Respondent's cost proposal is important, however, it is not the sole factor in the evaluation process. Each Respondent's qualifications and cost proposal will be evaluated to determine a best value Proposal to the City. The best value Proposal to the City will be that responsive and responsible Proposal that will achieve the highest score based upon qualifications and price.
4. **Financial Stability.** Respondent must be financially stable in order to ensure performance of the Services over the duration of the contract.
5. **M/WBE Commitment.** Respondent's commitment to meeting or exceeding the City's goals for subcontracting with M/WBE subcontractors. Consistent with the

City's practice of encouraging and facilitating the participation of M/WBEs in prime contractor roles on City projects, the City urges Respondents to partner with M/WBE firms at the prime contractor level.

To be eligible for favorable consideration under this element of the criteria, proposed M/WBE participation on a Respondent's team must include well-defined management roles and responsibilities for the M/WBE team members and must allocate to the M/WBE financial risk commensurate with the financial rewards available to be achieved by a successful Respondent.

6. **Compliance with Laws, Ordinances and Statutes.** The EC will consider Respondent's compliance with all laws, ordinances, and statutes governing the contract.
7. **Conflict of Interest.** The EC will consider any information regarding a Respondent, including information contained in a Respondent's proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise the Respondent's ability to successfully perform the proposed services or undermine the integrity of the competitive procurement process. If any Respondent has done any work for the City in researching, consulting, advising, drafting, or reviewing this RFP or any work related to this RFP, such Respondent may be disqualified from further consideration.
8. **Legal Actions.** The EC will consider material legal actions, if any, against Respondent and any associated participant (e.g., joint venture, limited partnership, etc.) for the last five (5) years.
9. **PSA.** The EC will consider Respondent's willingness to take no material exceptions to the PSA.

The City reserves the right to terminate this RFP at any stage if the CPO determines this action to be in the City's best interests. The receipt of Proposals or other documents will in no way obligate the City to enter into any contract of any kind with any party.

## V. CONFIDENTIALITY

Respondent may designate those portions of the proposal which contain trade secrets or other proprietary data which Respondent desires remain confidential. If a Respondent includes data that is not to be disclosed to the public for any purpose or used by the City except for evaluation purposes, the Respondent must:

- A. **Mark the title page as follows:** "This Proposal includes trade secrets or other proprietary data ("data") that may not be disclosed outside the City and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal. The City, for purposes of this provision, will include any consultants assisting in the evaluation of Proposals. If, however, a contract is awarded to this Respondent as a result of or in connection with the submission of this data, the City has the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the City's right to use information contained in the data if it is obtained from another source without



restriction. The data subject to this restriction are contained in sheets (insert page numbers or other identification)."

- B. Mark each sheet or data to be restricted with the following legend:** "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Statement of Qualifications."

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a proposal as non-responsive.

**All Proposals are subject to the Freedom of Information Act.**

## **VI. ADDITIONAL DETAILS OF THE RFP PROCESS**

- A. Addenda.** If it becomes necessary to revise or expand upon any part of this RFP, an addendum will be sent to all of the prospective Respondents listed on the "Specification Take-Out-Sheet" prior to the proposal due date. Prospective Respondents are automatically included on the Specification Take-Out Sheet when they sign for a copy of the RFP package in the Bid and Bond Room. Each addendum is incorporated as part of the RFP documents, and receipt must be acknowledged by the prospective Respondent.

The addendum may include, but will not be limited to, a change of the Statement of Qualifications due date, clarifications to Respondents questions, and terms and conditions the City anticipates will be included in the final signed contract.

- B. City's Rights to Reject Proposals.** The City, acting through the CPO, reserves the right to reject any and all Proposals that do not conform to the requirements set forth in this RFP or that do not contain at least the information required by Section III. If no Respondent is selected through this RFP process, then the CPO may use any other procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago to obtain the Services described herein.

- C. No Liability for Costs.** The City is not responsible for costs or damages incurred by Respondents, team member(s), subcontractors or other interested parties in connection with the RFP process, including but not limited to costs associated with preparing the proposal, participation in any conferences, oral presentations or negotiations.

- D. Prohibition on Certain Contributions – Mayoral Executive Order No. 2011**  
Pursuant to Mayoral Executive Order no. 2011-4, from the date of public advertisement of this request for qualifications/proposals/information through the date of award of a contract pursuant to this request for qualifications/proposals/information, Respondent, any person or entity who directly or indirectly has an ownership or beneficial interest in Respondent of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Respondent's proposed Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Respondent and all the other

preceding classes of persons and entities are together, the "Identified Parties") must not:

1. Make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee;
2. Coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee;
3. Reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or
4. Bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

If Respondent violates this provision or Mayoral Executive Order No. 2011-4 prior to the award of an agreement resulting from this request for qualifications/proposals/information, the Chief Procurement Officer may reject Respondent's proposal.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee. "Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended. Individuals are "Domestic Partners" if they satisfy the following criteria:

1. They are each other's sole domestic partner, responsible for each other's common welfare; and
2. Neither party is married; and
3. The partners are not related by blood closer than would bar marriage in the State of Illinois; and
4. Each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
5. Two of the following four conditions exist for the partners:
  - a. **The partners have been residing together for at least 12 months.**
  - b. The partners have common or joint ownership of a residence.
  - c. The partners have at least two of the following arrangements:
    - i. Joint ownership of a motor vehicle;
    - ii. A joint credit account;
    - iii. A joint checking account;
    - iv. A lease for a residence identifying both domestic partners as tenants.
  - d. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

Any contract awarded pursuant to this solicitation will be subject to and contain provisions requiring continued compliance with Executive Order 2011-4.

## **EXHIBIT 1**

### **SCOPE OF SERVICES**

## **EXHIBIT 1**

### **I. SCOPE OF SERVICES**

The selected Respondent ("Consultant") must provide management services necessary to effectively and efficiently operate 25,845 revenue parking spaces and all related facilities that include the Elevated Parking Structure ("EPS") with related Elevator Centers, Outside Parking Lots "B" and "C" and the International Terminal Parking Facilities Lot "D"; Valet Parking and Hourly Parking on Level One of the EPS; Economy Parking Lots "E", "F" and "G", and any future parking lot improvements or structures modifications that may be developed during the term of the Contract ("Parking Facilities"). The Consultant will also be responsible for management services required to operate the ground transportation facilities as described and referenced in Section XIII Ground Transportation herein (the "Ground Transportation Facilities" and together with the Parking Facilities, the "Facilities"). This includes 20 entry and 30 exit lanes and the associated equipment, computerized revenue control system, and all collection, reporting and security systems. See Attachment A, indicating existing Parking Facilities and available parking spaces to be managed.

The Consultant will be provided with office space located in the shuttle bus center and with non-revenue parking spaces for employee parking under the bridge leading to level 1 of the main parking garage. During the term of the Contract, the Chicago Department of Aviation ("Department") will be improving or replacing revenue control equipment/systems. Additionally, the Department may, during the term of this Contract, improve and/or expand or decrease the Parking Facilities which may require parking area closures and traffic flow modifications.

The Consultant must comply with all applicable statutes, laws, ordinances, rules, regulations, required licenses and permits to operate the Parking and Transportation Facilities on a 24-hour, 7 days-a-week, 365 days per year (full time) basis with sufficient key personnel and resources to assure an effective, efficient, courteous, secure, cost effective and convenient operation. Management and front line staffing levels described in this Exhibit 1 – Scope of Services and the attachments hereto (Attachment A- Parking Facilities (Description); Attachment B – Current Public Parking Facilities; Attachment C - O'Hare Parking Division Functional Outline for Revenue Control System; Attachment C-1 - Summary Technical Specification for PARCS System; Attachment D -Vehicle Booting Services; Attachment E - Payment Card Industry (PCI) Compliance; Attachment F - Ground Transportation Monitor Duties; Attachment G - General Maintenance Cleaning – Quality Standards; Attachment H - Sample Maintenance Schedule) reflect current service levels acceptable to parking customers and the Department. The services include Parking Management and supporting operations, Valet, Customer Service, Security, Custodial Service, Facility Maintenance and Revenue Control Maintenance and Report Generation. The Consultant must provide uniforms for all Parking Management and supporting operations staff, including but not limited to; valet, customer service, security, custodial, maintenance and revenue control/reporting staff, which shall be worn whenever such staff members are performing Parking operations services on the premises. The Consultant's performance will be monitored, coordinated, tracked, prioritized and accounted for by a maintenance control authority designed by the Department.

The total number of approximate hours that the current parking/ground transportation provider is expending, for the operation and management of each Parking Facility, are described in this Exhibit 1 and are included so that respondents can determine and propose a budget in the amount necessary to run the operation satisfactorily and in a manner that is acceptable to the Department.

The services to be included in this Scope of Services include the following:

- General Management
- Revenue Collection
- Valet Parking Services
- License Plate Inventory
- Customer Services
- Snow Removal
- Facility Maintenance
- Custodial Services
- Security Services
- Ground Transportation Services
- Vehicle Booting Services
- Payment Card Industry Compliance (PCI)
- Management of Parking Access Revenue Control System (PARCS)

The services described in this Exhibit 1 – Scope of Services (the “Scope of Services”) reflect the current needs of the City of Chicago’s Department of Aviation; however, these needs may change. As a result, the CDA reserves the right to modify and/or delete any portion of the Scope of Services at any time.

The CDA is in the process of procuring services to upgrade the Parking Access Revenue Control System (PARCS). The implementation of this system is likely to affect the management of the Parking Facilities in terms of operations, labor demands and maintenance of the system. Included as Attachment C-1 to this Scope of Services is a Summary Technical Specification for the PARCS Upgrade that should be factored into respondents’ proposals. The proposed schedule for the deployment of the PARCS upgrade is not expected to be available for several months but will be made available to the selected respondent as soon as it has been developed.

## **II. PARKING OPERATIONS:**

Includes, at a minimum, onsite management and support staff and over-sight of those positions responsible for revenue collection.

**A. General Management/Support Staff:** Onsite to management of parking operations and the administration of personnel services at least 5 days per week Monday through Friday for a total of approx. 400 hours (10 full-time staff).

1. Prepare an annual operating budget, subject to the Department’s approval.
2. Provide and maintain floor-reminder system, including signage, on all levels of the EPS.
3. Provide Parking Facilities employees with uniforms approved by the Department. This includes parking attendants, cashiers, security personnel, custodial personnel, maintenance personnel, engineering personnel, ground transportation personnel and valets.
4. Provide Department compatible mobile communication systems for parking personnel.
5. Provide all necessary telephone service lines and equipment necessary for signage and daily data transfer.
6. Provide parking ticket stock and other related materials and supplies for parking and cash operation and management of the Parking Facilities.
7. Participate in planning for future expansion/ or reduction modifications to existing facilities and provide necessary management operation.
8. Provide and maintain all vehicles necessary to operate and manage all aspects of the Parking Facilities as detailed in the scope of services.

Inclusion of alternatively-fueled (i.e., electric, compressed natural gas) vehicles is detailed in Section **X.B. SUSTAINBLE PRACTICES, Use of Alternatively Fueled Vehicles** below.

9. Relocate existing and/or provide new cashier booths as necessary to enhance existing efficiency and traffic flow.
10. Provide the management and support services set forth in the "Functional Outline for Revenue Control System", Attachment No. 3 of this RFP.

**B. Operational Managers:** Three daily shifts for total of approx. 200 hours a week.

### **III. REVENUE COLLECTION:**

The Consultant will be responsible for revenue collection at the Parking Facilities twenty-four (24) hours seven (7) days a week with 3 shifts totaling 3,200 hours. The Consultant must collect all parking fees and charges and maintain bookkeeping and accounting records (including daily activity reports) in accordance with generally accepted accounting principles and practices as directed by the Department. Revenue collection staff consists of the following titles and approximate hours a week by shift:

- A. Cashiers:
  - Shift 1 (currently 6am – 2 pm) approx. 800 hours a week
  - Shift 2 (currently 2pm – 10pm) approx. 1550 hours a week
  - Shift 3 (currently 10pm – 6am) approx. 800 hours a week
- B. Cashier Supervisors for all 3 shifts total 260 hours a week
- C. Parking Attendant Staffing total of 400 hours a week
- D. Audit Staffing total of 280 hours a week
- E. License Plate Inventory ("LPI") Staffing total of 520 hours a week. Maintain an existing license plate inventory system for documenting license plate numbers of vehicles entering the Parking Facilities and interfacing that data with the Revenue Control System. If the fully automated License Plate Recognition ("LPR") system is not functioning, an inventory of license plates is manually taken during the hours of 11:00 p.m. and 6:00 a.m. with data entered into the Revenue Control System ("RCS") by 6:00 a.m. the same day the vehicles entered the Parking Facilities. The LPI system is a City of Chicago Department file that is proprietary to the City and is contingent upon interaction of the RCS. The LPI system also assists the Chicago Department of Revenue with booting services.
- F. Qualifications. The Consultant shall possess and provide sufficient evidence of experience in provision of comparable Public Parking and Ground Transportation Management Service. The Consultant shall have substantial experience providing such Services of comparable size and complexity as anticipated for O'Hare Parking and Ground Transportation operation. The Respondents shall provide a list of three (3) recent projects covering similar type of service which are required by the City as described herein. The list shall include the account name, contact person, phone number, size of the project, project staffing, length of services provided, litigation, if any, associated with the project (that the Respondent is involved in), and any issues where the Respondent was considered negligent or in the noncompliance with the services required on that project. The Chief Procurement Officer's determination regarding the relevance of experience will be final.

### **IV. VALET PARKING SERVICES:**

Located on Level One of the EPS near Elevator Centers Two (United Airlines) and Five (American Airlines). Weekly staffing for the following titles:

- A. Valet attendants at approx. 700 hours for 3 shifts
- B. Valet cashier at approx. 360 hours for 3 shifts
- C. Valet management at approx. 120 hours for 3 shifts

## **V. CUSTOMER SERVICE:**

Customer Service sends/receives approximately 4,500 letters annually. The Consultant will maintain a full and complete record of all complaints/incidents and resolutions and submit a summary of all such actions to the Department. The service level requirements are to cover twenty-four (24) hours a day, seven (7) days a week, with three shifts for a total of over approximately 720 hours including full-time emergency services free of charge to the public in the Parking Facilities. Such services include, free of charge to the public, but are not limited to, the following:

- A. Tire inflation/ and change
- B. Jump starting vehicles
- C. Lock-out assistance
- D. Car search/location assistance
- E. Customer escort service

Customer Service staff:

- |  |                            |
|--|----------------------------|
| A. Customer Service Vehicle Operators (three shifts) | Total 440 hours/week       |
| B. Customer Service Dispatcher (three shifts)        | Total 200 hours/week       |
| C. Customer Service Supervisors (three shifts)       | <u>Total 80 hours/week</u> |

**Total 720 hours/week**

## **VI. SNOW REMOVAL:**

The Consultant must coordinate with a snow removal Consultant as necessary to facilitate snow removal operations from the Parking Facilities. Consultant will be required to develop and submit to the Department for approval, a snow removal plan for the Parking Facilities. Currently, a separate provider that is contracted by the Department's Landside Operations removes snow accumulations over 4 inches (the "Snow Removal Consultant") and for less than 4 inches the Department provides salting and plowing. However, the Consultant must provide snow removal from all pedestrian walkways, handicapped parking spaces, bus shelter areas, as necessary, located throughout the Parking and level 6 of the EPS. The Consultant will be responsible for the management of the Snow removal Consultant's efforts in the Parking Facilities.

## **VII. FACILITY MAINTENANCE:**

The Consultant will provide for the routine maintenance and repair of the following areas of the physical plant in all of the Parking Facilities:

- A. Electrical systems, changing of light bulbs, ballasts and cleaning of fixtures.
- B. Concrete roadway, flooring and curbing, and related asphalt located on the EPS Outer Lots B and C as well in Remote Lots E, F and G.

- C. All drainage and plumbing systems.
- D. All heating, air conditioning and exhaust systems.
- E. Maintenance and repair of elevators, escalators and moving sidewalks and installation of safety devices and upgrades.
  - 1. Maintenance includes but is not limited to full coverage preventative maintenance, routine work, preventative maintenance repairs, call-back service, emergency service, routine and periodic tests, inspection and cleaning. The Consultant will be fully responsible for the preventative maintenance as specified herein for elevators, escalators and moving walkways and shall be required to continually keep the equipment in compliance with the applicable A17 1 Elevators and Escalator Safety Code and the A17 3 Safety Code for Existing Elevators and Escalators and the applicable governing authority's local laws.
- F. Landscape maintenance relating to areas in or adjacent to all Parking Facilities.
  - 1. Consultant's landscaping responsibilities include maintenance of the existing plants, planting beds, trees and shrubbery as well as annual plantings in as directed by and in coordination with the Department.
- G. Painting of areas as necessary including striping of parking spaces as directed by the Department.
- H. Signage - interior/exterior:
  - 1. Install and maintain parking-related signage as directed by the Department, both within all Parking Facilities and on designated public areas/roadways.
  - 2. Maintain all existing and future signage (both painted and stand-alone) installed within all Parking Facilities.

## **VIII. CUSTODIAL SERVICES:**

- A. The Consultant will be responsible for custodial services of the physical plant including elevator inspections, snow removal services and quality assurance – totals approx. 730 hours weekly (not inclusive of overtime requests) – including:
  - 1. Regular cleaning of interior and exterior of the cashier booths, administrative offices, elevators and elevator centers, shuttle bus stands and ATS Station, ground level, Lots "E", "F", and "G". See Attachment No. 8 Sample Maintenance Schedule.
  - 2. Cleaning of all pavement areas within the EPS and ATS Station in Lot "E" including utilizing high pressure cleaning equipment at least once in the spring and at least once in the fall of each year.
  - 3. Applying a concrete weather coating sealant to all areas of the EPS immediately after the spring-cleaning.
  - 4. Parking structure custodial services, including, regularly sweeping, emptying of trash receptacles and pick-up of debris. All areas in and around are to be kept clean and free of debris.
  - 5. Retaining the services of a qualified subcontractor to handle all trash, garbage and other refuse created in the performance of its Services and to dispose of the same. All such handling and disposal must be done in a sanitary and environmentally safe manner and in accordance with all applicable laws, ordinances, rules, and



regulations, as well as any programs established from time to time by the Commissioner.

6. Weekly sweeping / scrubbing of EPS decks.
7. Providing adequate supplies, tools and materials to perform the above mentioned custodial services to the satisfaction of the Department.
8. For all products used in the conduct of custodial services, please refer to SAM ("Sustainable Airport Manual") Appendix AP-A – Green Product Listing ([www.airportsgoinggreen.org/SAM](http://www.airportsgoinggreen.org/SAM))

**B. Consultant's Custodial Management Duties** – approximately 40 hours a week - include:

1. Creating all schedules and resolving any scheduling/staffing issues, authorizing overtime, reallocating manpower as necessary according to the needs of the facility and the patterns of patron flow.
2. Providing all uniforms for custodial personnel.
3. Regularly touring and inspecting the facility, conferring with the custodial supervisors on issues of performance, cleaning schedules and scope of work to be performed.
4. Interacting with management of parking operator to ensure cleaning and maintenance standards are consistently met and that client is satisfied with performance.
5. Recruiting and supervising snow removal workers and monitoring the clearing of sidewalks, bus shelters, the ATS and other areas during snow season.

**C. Consultant's Custodial Supervisors Duties** - approx. 100 hours a week - 3 shifts – include:

1. Ordering, receiving and monitoring the use of all supplies and cleaning products.
2. Adjusting scheduling and staffing on shift by shift basis to ensure all scheduled work is performed.
3. Resolving any disputes or issues that may occur on the shift.
4. Monitoring the work product at all times throughout the shift.
5. Ensuring completion of additional tasks/projects as requested by client.
6. Enforcing standards of custodial personnel with regard to appearance, attitude, punctuality, performance.

## **IX. SECURITY:**

Consultant will provide full-time security services to the Parking Facilities with uniformed security personnel. Attachment B describes current security services and equipment in detail. Respondent shall state the type of security equipment to be utilized in order to perform the security functions, i.e., all existing, additional or elimination of cameras, additional emergency

call boxes, radios, etc. See Attachment B for description of current security services and equipment.

Security services include motorized, canine and horse patrol in all lots totaling over 1,850 hours of on-site patrol twenty-four (24) hours a day, seven (7) days a week, including all three shifts.

- Motorized (all lots) approximately 670 hours
- Canine patrol (Daily/Hourly) approximately 670 hours
- Horse patrol (for Economy Parking Lots E, F, & G) for approximately 500 hours

The current security program relating to O'Hare Parking Facilities includes the following:

## **A. ELEVATED PARKING STRUCTURE**

1. At the discretion of the Chicago Department of Aviation, a fixed camera monitor for every floor of each of the 6 elevator center vestibules may be operational. The cameras may be connected to the 2 monitoring stations located in the Parking Division Office Complex located at the west end of the Bus/Shuttle Center that is viewed by Parking Division personnel.
2. Every parking floor may be equipped with six (6) pan and tilt cameras to monitor the parking areas. Cameras are also positioned to overlook the adjacent Outside East and Outside West lots. The cameras connect to the 2 monitoring stations located in the Parking Division Office Complex and are viewed by Parking Division personnel.
3. Each elevator is equipped with a 2-way emergency intercom system. The intercom system connects to the Camera Monitoring Station located in the Parking Division Office Complex and is monitored by Parking Division personnel as well as Department of Aviation personnel in the H & R Facility.
4. There are approximately 42 Customer Assistance Intercoms located throughout the EPS, Parking Lots "B" and "C" parking areas. The intercoms connect to the Camera Monitoring Station located at the Parking Division Office Complex and are monitored by a Parking Attendant.
5. The Parking Consultant will provide an Outside Security Firm to establish Security/Escort service within the EPS and Parking Lots "B" and "C" parking areas. Six (6) security officers utilize six (6) vehicles to drive throughout the areas during a respective shift; a supervisor and dispatcher are also on duty during each shift.
6. The following security upgrades are implemented during holidays and peak traffic periods at the direction of the Department:
7. The Consultant adds additional security officers when it appears there may be a problem, which usually adds up to ten (10) days of work hours equaling approximately 80 hours.

## **X. SUSTAINABLE PRACTICES**

- A. Sustainable Airport Manual.** The Chicago Department of Aviation is embracing the best possible environmental, social, and fiscally responsible practices to enhance the quality of life and complement the overall mission and goals of the City of Chicago. The Sustainable Airport Manual<sup>®</sup> (SAM) is an integral part of Chicago's ongoing efforts

toward implementing more environmentally sustainable buildings and civil infrastructure, incorporating best practice guidance for planning, operations and maintenance of all City airport facilities and functions, and those of its tenants. The purpose of the SAM is to integrate *airport-specific* sustainable planning and practices early in the design process, through planning, construction, operations, maintenance and all airport functions with minimal impact to schedule or budget. To achieve greater success, Consultant must consider the SAM in every aspect of its projects and daily activities. The SAM is available at [www.airportsgoinggreen.org/SAM](http://www.airportsgoinggreen.org/SAM).

**B. Use of Alternatively Fueled Vehicles.** Consultant must provide and maintain all vehicles necessary to operate and manage all aspects of the Parking Facilities as detailed herein ("Vehicle(s)"). All Consultant support vehicles must operate on alternative fuels as specified below. These vehicles are anticipated to include passenger vehicles, small and large SUVs and pickup trucks, repair vehicles, and specialty vehicles as applicable.

1. **Qualified Vehicles.** The Department recommends that all Vehicles be new (i.e. model year 2011 or newer) and requires all Vehicles to have engines manufactured to comply with US EPA 2011 on-highway emissions regulations. Consultant is required to have at least one electric Vehicle dedicated to the performance of the services specified herein throughout the duration of its contract with the City.
2. **Alternative Fuel.** Each vehicle used in the performance of the services described herein must be capable of being fueled with an alternative fuel<sup>1</sup> defined based on the options listed below:
  - Electric
  - Hybrid-Electric (gasoline or diesel/electric) Note: the diesel component must be 20% biodiesel as noted below)
  - Biodiesel - Mixtures containing 20% (or greater) biodiesel meeting ASTM D 6751 (See Specification #3Fuel Types below)
  - Natural gas (CNG - compressed or liquefied)
  - Liquefied petroleum gas (propane)
3. **Fuel Types.** Diesel fuel used in conjunction with low-emission, hybrid, bi-fuel, and dual-fuel engines is limited to ultra low sulfur diesel (ULSD) fuel and the alternative fuels listed above. As defined by the U.S. EPA, ULSD fuel has a maximum sulfur content of 15 parts per million (ppm). The diesel component must be a biodiesel blend of not less than 20% biodiesel meeting ASTM D 6751<sup>2</sup> (with 80% petroleum ULSD diesel) regardless of season/climate. Common biodiesel feedstocks are typically based on new and used vegetable oils, such as soy, mustard, canola, safflower, rapeseed, and/or palm oils; the biodiesel must not be derived from animal-based feedstocks. The biodiesel fuel price must be taken from an index that bases the price off a soy methyl ester (SME) feedstock.

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<sup>1</sup>The Energy Policy Act of 1992, as amended by the Energy Conservation Reauthorization Act of 1998, EPCA 2005, and the Energy Independence and Security Act of 2007, (EPCA) generally defines an "alternative fuel" as a fuel that is substantially non-petroleum and yields energy security and environmental benefits. For more information about alternative vehicle fuels, consult: <http://www.afdc.energy.gov/afdc/fuels/index.html>.

<sup>2</sup> ASTM International, originally known as the American Society for Testing and Materials (ASTM), is a globally recognized leader in the development and delivery of international voluntary consensus standards. ASTM D 6751 is a widely accepted standard specification for biodiesel fuel.

4. **Infrastructure.** Consultant must provide the infrastructure and fuel necessary to operate all vehicles used to provide the services described in this Scope of Services. For example, use of electric vehicles requires installation of a charging station. Consultants must submit proposed locations of the infrastructure or strategy to obtain fuel; no fuel infrastructure, facility, or location will be provided by the City.
  5. **No-idling Policy.** Consultant must strictly enforce a no-idling policy on all drivers performing the services described herein to reduce any need for idling. Each vehicle must be outfitted with a functioning idle-shutdown timer to automatically shut down the vehicle's engine after three minutes of idling. Idle-reduction devices must allow for the elimination of unnecessary idling while providing for the comfort and safety of the driver.
  6. **Original Equipment Manufacturer.** Consultant must provide the City with evidence that all vehicle propulsion systems are warranted by the Original Equipment Manufacturer (OEM) to operate on alternative fuels.
  7. **Records/Reporting.** Consultant must:
    - a. provide an inventory of all vehicles in service, the type of fuel or technology used, and any other documentation requested by the Department to verify compliance.
    - b. annually submit to the Department, vehicle registrations including; vehicle type, make, model, year, horsepower rating, and VIN.
    - c. maintain logs of all fuel used and submit monthly fuel usage reports to the Department on a quarterly basis.
    - d. maintain on-file certified laboratory results confirming the blend, quality, and quantity of the alternative fuel used; certified laboratory results must be submitted to the City on a semi-annual basis. The Department has the right to inspect vehicles and sample fuel as necessary to verify compliance with the requirements of this section.
  8. **Vehicle Labeling.** Each vehicle must be clearly marked as an alternatively fueled vehicle. Such signage, markings, decals, etc. are to be approved by the Department.
  9. **Fuel Efficient Driver and Vehicle Operating Training.** Consultant is encouraged to administer eco-driving and vehicle operating training annually to its drivers, to ensure that alternatively fueled vehicles are used as intended and that driving techniques are used that reduce fuel consumption, greenhouse gas emissions, and accident rates.
- C. Sustainability Requirements.** The Chicago Department of Aviation (CDA) is embracing the best possible environmental, social, and fiscally responsible practices to enhance the quality of life and complement the overall mission and goals of the City of Chicago. The Sustainable Airport Manual ("SAM") is an integral part of Chicago's ongoing efforts toward implementing more environmentally sustainable buildings and civil infrastructure, incorporating best practice guidance for planning, operations and maintenance of all City airport facilities and functions, and those of its tenants.

The purpose of the SAM is to integrate airport-specific sustainable planning and practices early in the design process, through planning, construction, operations, maintenance and all airport functions with minimal impact to schedule or budget. To

achieve greater success, the SAM should be considered in every aspect of a project and daily activities. The SAM is available at [www.airportsgoinggreen.org/SAM](http://www.airportsgoinggreen.org/SAM).

To assist in implementation, monitoring and enforcement of these requirements, a representative from the CDA Environment Division will participate in routine meetings with the Consultant.

### **Sustainability: Administrative**

For purposes of this contract, the following sustainability requirements apply to all Consultant administrative Work associated with this contract, both on- and off-site:

#### **SAM 2.0 Reference**

##### **Green Meetings**

Green Meeting Practices guide meeting hosts, planners and attendees toward more eco-friendly meetings and incorporate environmental considerations into planning and conducting meetings in order to minimize the negative impact on the environment. Whenever applicable, Consultant must follow the green meeting practices outlined in SAM, or existing corporate sustainability policy, whichever is more stringent.

AP1

##### **Document Reduction and Recycling Initiative (DRRI)**

The DRRI is intended to reduce the volume of paper used and facilitate the recycling of documents. Consultant must implement the DRRI, which has the following main objectives in the context of the work under this specification: 1) Identify and issue only essential paper copies, 2) Provide a simple, yet effective means for recycling documents.

AP2

##### **Corporate Sustainability Policy**

Keeping with the spirit and intent of the SAM, Consultant working in support of CDA on this project must establish and adopt its own corporate policy on sustainable practices within 60 days of contract execution. Consultant is also required to identify and maintain an "Environmental Liaison" to facilitate the dissemination of environmental information within the workplace and create a link with CDA staff for environmental issues.

AP3

##### **Recycled Content Paper**

Intended to reduce the need for virgin materials, energy, and waste associated with the production of paper by promoting the use of recycled content paper. Consultant is required to purchase and utilize print/copy paper that is chlorine-bleach free.

AP5

AND

For all office paper purchased for routine daily business administration and operations, minimum 30% recycled content is required.

##### **Storage and Collection of Recyclables**

In administrative space assigned and designated by CDA for Consultant use, Consultant must utilize dedicated area or areas that serve for the collection and storage of materials for recycling, including paper, corrugated cardboard, glass, plastics and metals. When CDA implements a composting program, an area must also be dedicated to collection and storage of compostable food waste for the Consultant.

None

##### **Energy Efficient Lighting**

Consultant will be required to develop a comprehensive relamping program for the Elevated Parking Structure (EPS) at O'Hare International Airport. The EPS currently uses approximately 5,000 150-watt metal halide lamps with halophane fixtures throughout the multi-level structure. These lights are on 24 hours per day, seven-days per week for lighting and safety reasons. The Consultant's proposed relamping program should include modernization of the existing lighting and improve efficiency and a proposed dimming schedule sequence to provide safety, but reducing overall electrical consumption and providing cost savings to the CDA. As part of the Consultant's proposal, the amount of electricity saved and anticipated cost savings to CDA shall be clearly identified and reported annually on the anniversary of the Contract.

Consultant shall submit the proposed relamping program to the CDA for review and approval. Consultant will be required to purchase, install, commission and operate the lighting units (ballasts and fixtures) for the duration of this Contract. The CDA will purchase the bulbs/lamps and provide to the Consultant for installation. CDA will maintain an inventory of replacement bulbs/lamps and provide to Consultant as replacements are needed.

### **Sustainability: Custodial**

For purposes of this contract, the following sustainability requirements apply to all Consultant and subcontractor custodial Work:

#### **Equipment Maintenance**

In order to minimize the environmental impact of construction and maintenance equipment and associated maintenance activities, Consultant and Consultant's subcontractors must follow the requirements of the CDA's Best Management Practices (BMP) Manual.

OM1.1

#### **Green Cleaning: Sustainable Cleaning Equipment**

Intended to reduce the exposure of occupants and maintenance personnel to potentially hazardous chemical, biological, and particulate contaminants, which adversely affect air quality, human health, and the environment. Consultant is required to implement a program for the use of janitorial equipment that reduces building contaminants and minimizes environmental impact. The cleaning equipment program must require the following:

- If any new equipment is purchased by the Consultant for provision of services under this contract, and Energy Star rated equipment is available that will provide the performance required for services, Consultant must purchase the Energy Star rated equipment. This requirement does not apply to any existing equipment. Vacuum cleaners are certified by the Carpet and Rug Institute "Green Label" Testing Program for vacuum cleaners and operate with a sound level of less than 70dBA.
- Carpet extraction equipment used for restorative deep cleaning is certified by the Carpet and Rug Institute's "Seal of Approval" Testing Program for deep-cleaning extractors.
- Powered floor maintenance equipment, including electric and battery-powered floor buffers and burnishers, is equipped with vacuums, guards and/or other devices for capturing fine particulates and operates with a sound level of less than 70dBA.
- Automated scrubbing machines are equipped with variable-speed feed pumps and on-board chemical metering to optimize the use of cleaning fluids.
- Powered equipment is ergonomically designed to minimize vibration, noise, and user fatigue.

OM5.6.1

- Equipment is designed with safeguards, such as rollers or rubber bumpers, to reduce potential damage to building surfaces.
- Consultant must maintain a log for all powered cleaning equipment to document the date of equipment purchase and all repair and maintenance activities and include vendor specification sheets for each type of equipment in use, for review by CDA as requested.

### **Implement Employee Sustainability Training Program**

In keeping with the spirit and intent of the SAM, Consultant must establish, adopt and implement their own employee sustainability training program within 60 days of contract execution.

OM7.2

### **Staff Training**

To support and encourage the operations, maintenance, upgrade, and project team integration for implementation of sustainability requirements, at least one principal participant of the project team must be LEED-credentialed or become LEED-credentialed within 180 days of contract execution.

OM7.3

### **Reduction of Plastic Waste: Biodegradable Trash Bags**

Intended to reduce the amount of plastic that is sold and ultimately disposed. Consultant and its subcontractors are required to use only biodegradable trash bags that, once at a landfill, break down at a faster rate than traditional trash bags.

CT12.9.3

### **Green Procurement Policy**

Intended to reduce the environmental impact of products and services by developing a Green Purchasing Program. Consultant and its subcontractors are required to purchase supplies, materials, equipment, and other products meeting or exceeding the minimum requirements of the Green Product Listing below, if such items are reasonably available that meet applicable OSHA, CDC, or similar public health requirements.

AP4

## Green Product Listing (SAM 2.0 Reference AP-A)

| Product  | Product Type | Content Levels   |
|--|--------------|--|
| <b>Cleaning Products</b>                         |              |  |
| Adhesive and Mastic Removers                     | ---          | 58% minimum biobased content                                 |
| Bathroom and Spa Cleaners                        | ---          | 74% minimum biobased content                                 |
| Carpet and Upholstery Cleaners - General Purpose | ---          | 54% minimum biobased content                                 |
| Carpet and Upholstery Cleaners - Spot Removers   | ---          | 7% minimum biobased content                                  |
| Dust Suppressants                                | ---          | 85% minimum biobased content                                 |
| Floor Strippers                                  | ---          | 78% minimum biobased content                                 |
| Glass Cleaners                                   | ---          | 49% minimum biobased content                                 |
| Graffiti and Grease Removers                     | ---          | 34% minimum biobased content                                 |
| Hand Cleaners                                    | ---          | 64% minimum biobased content                                 |
| Hand Sanitizers                                  | ---          | 73% minimum biobased content                                 |
| Household Cleaners, General Purpose              | ---          | 39% minimum biobased content                                 |
| Industrial Cleaners                              | ---          | 41% minimum biobased content                                 |
| Laundry Products - General Purpose               | ---          | 34% minimum biobased content                                 |
| Laundry Products - Pretreatment/ Spot Removers   | ---          | 46% minimum biobased content                                 |
| Multipurpose cleaners                            | ---          | 56% minimum biobased content                                 |
| Sorbents   | ---          | 89% minimum biobased content                                 |
| <b>Paper and Plastic Janitorial Supplies</b>     |              |  |
| Bathroom tissue                                  | ---          | 20-100% recovered fiber, including 20-60% postconsumer fiber |
| Facial tissue                                    | ---          | 10-100% recovered fiber, including 10-15% postconsumer fiber |
| General purpose industrial wipers                | ---          | 40-100% recovered fiber, including 40% postconsumer fiber    |
| Paper towels                                     | ---          | 40-100% recovered fiber, including 40-60% postconsumer fiber |
| Plastic trash bags                               | ---          | 10-100% postconsumer plastic                                 |
| <b>Industrial cleaners</b>                       |              |  |
| All  | ---          | 41% minimum biobased content                                 |



## **Sustainability: CDA & Tenant Assistance**

At the discretion of CDA, the Consultant may be required to provide assistance directly to CDA and/or its tenants in the following areas. See SAM for additional details ([www.airportsgoinggreen.org/SAM](http://www.airportsgoinggreen.org/SAM)):

### **Solid Waste Management: Waste Stream Audit**

During the term of this contract, CDA may wish to conduct a waste stream audit (conducted under separate contract), and Consultant may be asked to participate in completing CDA-provided forms addressing, for example, the number of trash/recycling pulls conducted by Consultant and/or its subcontractors in a given week within the terminal(s).

### **Community Education**

From time to time, CDA may ask Consultant to provide information and assistance in promoting awareness of CDA Divisions and tenant environmental and sustainability initiatives.

## **Sustainability: Encouraged Activities**

During the period of this Contract, the following Consultant activities are encouraged but are not required. See SAM for additional details ([www.airportsgoinggreen.org/SAM](http://www.airportsgoinggreen.org/SAM)):

### **Source Reduction and Repurposing of Goods**

Consultant and its subcontractors are encouraged to change the purchase or use of material and products to reduce the amount of waste that is disposed of at landfills. This may include buying materials in concentrate, bulk, or products with reduced packaging or selecting supply chains that include “take-back” programs or provisions. Consultant and its subcontractors are encouraged to find appropriate opportunities for reuse of materials, equipment and products to reduce demand for virgin materials and reduce waste, thereby lessening impacts associated with the extraction and processing of virgin resources.

### **Reduction of Plastic Waste: Plastic Bottles**

Consultant and its subcontractors are encouraged to use reusable containers or biodegradable bottles in place of single-use plastic bottles to reduce the amount of waste generated.

### **Alternative Commuting Transportation for Employees, SAM 2.0 Reference: OM1.8**

Consultant and its subcontractors are encouraged to promote the use of commuting by alternative transportation in order to reduce pollution and land development impacts from conventional automobile use for commuting trips.

### **Innovation in Operations & Maintenance, SAM 2.0 Reference: OM6.0**

The CDA believes that in many cases, Consultant may know best how to enhance sustainability of their own activities and operations. Therefore, the CDA encourages innovation within the Consultant team to routinely review, identify and implement new ideas, purchasing policies and actions to improve overall sustainability.

## **DOCUMENTATION (SAM 2.0 Reference, OM8.1)**

### **Documenting Sustainable Measures**

To assist in implementation, monitoring and enforcement of these requirements, a representative from the CDA Environment Division will participate in routine meetings with the Consultant to ensure that the requirements included herein are implemented and to review progress with the Consultant regarding data collection and reporting requirements. Annually on the contract anniversary date, Consultant is required to document and report on their sustainability measures. CDA requires that the Consultant track these efforts over the life of the contract and provide CDA a comprehensive report documenting both successes and failures of pursuing the sustainability measures required and encouraged as part of this Contract. This report must be submitted to the Commissioner of Aviation and copied to [samdocs@cityofchicago.org](mailto:samdocs@cityofchicago.org).

### **SAM Rating System**

All activities conducted within this Contract are subject to review and rating through the Operations & Maintenance Chapter of the SAM. Consultant and its subcontractors are strongly encouraged to incorporate as many sustainable elements and practices into their efforts as possible. The SAM Operations & Maintenance Chapter is designed to certify the sustainability of ongoing building operations, operational and maintenance procedures, system upgrades, minor space-use changes, and minor facility alterations or additions, and training and educational programs. The SAM is available at [www.airportsgoinggreen.org/SAM](http://www.airportsgoinggreen.org/SAM).

## **XI. DESCRIPTION OF SPECIAL SERVICES AND REQUIREMENTS:**

The Department may, during the term of its agreement with the Consultant, consider other amenity based programs, which include, but are not limited to, the Frequent Parker Program. These services shall be performed at an additional agreed upon fee which should not be included in respondents' proposals. Consultant will be required to support such program(s) as required by the Department in the following ways:

- A.** Support the implementation of a CDA parking program that rewards parkers for defined frequencies of use of the Parking Facilities. Participate with the Department in the evaluation of frequent parker program alternatives, the planning for implementation of a program at O'Hare, and the implementation (including necessary signage and promotions to advertise its availability) of such a program.
- B.** Support of Pay-On-Foot System and possible expansion. The Consultant operates and maintains the Pay-On-Foot system for the payment of parking fees prior to reaching the exit cashier plazas in the Parking Facilities. The system may include the necessary equipment installed in exit lanes to allow users of the system to exit through dedicated lane(s) at the exit plazas, which would include License Plate Recognition and Automated Vehicle Identification.
- C.** Perform project management duties including, oversight of and cooperation with outside companies in the installation of an Automated Vehicle Identification ("AVI") program and revenue control equipment. The AVI system will provide the user of the O'Hare Parking Facilities the ability for a cash free, card free, hands free entrance and exit of the facility. This program can offer debit/credit parking payment through the use of AVI technology. Multiple levels of service can be incorporated into the program to allow access to a specific parking lot and reserved corporate parking within that lot.

- D. Assist and support the Department as needed with the installation and customer use of Electric Vehicle Charging Stations.
- E. Assist the Department as requested in the conduct of a potential re-lamping program for installation of improved energy efficient lighting.
- F. Additional Services - Task Order Services: consist of services above but which the Department may want to request the Consultant to perform for the Parking Facilities during the term of the agreement.

## **XII. REVENUE CONTROL RESPONSE STAFFING:**

The Consultant will be responsible for adequate staffing in the event that a revenue control response mechanism (ticket spitter) is not functioning properly in the parking garage or at a remote lot. The Consultant will be responsible for staffing during on-call hours 6:00 a.m./1:00 a.m., seven (7) days a week. Minimum response times are as follows:

- On call hours (6am-1am): 10 minutes
- Off duty hours (1am – 6am): 2 hours

## **XIII. GROUND TRANSPORTATION:**

Consultant will be responsible for (Landside) Ground Transportation equipment and staffing. Landside Ground Transportation personnel are front-line staff that monitor the access of all commercial vehicular traffic through the lower level traffic lanes of the domestic terminal core and the International Terminal. A description of the Ground Transportation equipment and staff and the Consultant's Ground Transportation duties is as follows:

- A. There are currently, sixty eight (68) Ground Transportation Monitors whose main responsibility is to ensure the safe and efficient disbursement of taxis to the terminal core roadway.
- B. There are currently, fifteen (15) Ground Transportation Monitor Supervisors whose main responsibility is direct supervision of the curb-front staff while monitoring the flow of traffic. These Ground Transportation Monitor Supervisors perform the following tasks:
  1. Operate the Ground Transportation Facilities in compliance with all applicable statutes, laws, ordinances, rules and regulations and obtain all required licenses and permits.
  2. Operate the Ground Transportation Facilities on a 24-hour, 7 days-a-week, 365 days per year (full time) basis with sufficient personnel and resources to assure an effective, efficient, continuous, courteous, secure and convenient operation.
  3. Provide for a method of managing taxi cabs and limousines operations, including management of staging areas; the collection of Metropolitan Pier and Exposition Authority ("MPEA") Airport Departure Tax Stamps; and control of exit/entry to the terminal curb front. There are currently twelve (12) cab starters whose main responsibility is collecting the Metropolitan Pier and Exposition Authority's ("MPEA") Airport Departure Tax Stamp in the terminal core area from commercial vehicles.

4. Provide daily cleaning for the Ground Transportation Facilities, including but not limited to: cleaning the interiors and exteriors of the booths. For all products used in the conduct of custodial services, please refer to SAM Appendix AP-A – Green Product Listing ([www.airportgoinggreen.org/SAM](http://www.airportgoinggreen.org/SAM))
5. Collect all Ground Transportation fees and charges. Maintain all bookkeeping and accounting records (including daily activity reports) in accordance with generally accepted accounting principles and practices. Provide monthly detailed reports as promulgated by the Department including the O'Hare Ground Transportation Access Permit Log. **Note: The Consultant will be required to provide the City with an annual audited report on the management and operations of the facilities prepared by a reputable accounting firm.**
7. Maintain a full and complete record of all complaints/incidents and actions taken to resolve them. Submit to the City a weekly complaint/incident report summarizing all complaints/incidents and actions taken.
8. Maintain, modify and install all Ground Transportation related signage both interior and exterior to the Ground Transportation Facility.
9. Provide all necessary vehicles required to operate and manage all Ground Transportation Facilities (see Section X. A. Sustainable Practices – Use of Alternately Fueled Vehicles above).
10. Provide all required telecommunications services and equipment necessary including but not limited to providing a mobile/hand held Motorola radio communication system for use among parking personnel. System must be channeled or programmable with the Department's Motorola radio trunking system. (Certain existing equipment will be made available to the Consultant on an "as is", temporary basis.)
11. Provide all Ground Transportation ticket stock and other materials and supplies necessary for the operation of the Ground Transportation Facilities.
12. Provide all promotional items and materials for all existing and new Ground transportation programs and initiatives subject to prior approval by the Department.
13. Provide all resources associated with various customer service outreach programs.
14. Provide Ground Transportation Facilities' employees with uniforms as required by the Department.

#### **XIV. PAYMENT CARD INDUSTRY (PCI) COMPLIANCE.**

Consultant shall at all times during the Term of this agreement be compliant with the PCI Data Security Standard to the extent applicable to the services and shall be responsible for the security of the payment cardholder data in its possession. Consultant shall provide City such information as the City may reasonably require regarding Consultant's compliance with such PCI requirements, including, at a minimum, an annual certificate of

compliance with the PCI Data Security Standards. In the event of Consultant's non-compliance with the PCI Data Security Standard's and/or in the event of a data breach Consultant must inform the City immediately and at Consultant's expense, take all curative measures necessary to remedy such non-compliance or data breach. See website for more details.

## **XV. VEHICLE BOOTING SERVICES COMPLIANCE**

Notwithstanding all other requirements in this RFP, Consultant must provide the Services for Booting of Boot-Eligible Vehicles from O'Hare parking lots in accordance with the standards of performance set forth in Attachment D.

## **XVI. TRANSFERRED PROPERTY; PROPERTY ASSESSMENT**

- A. Transferred Property.** Consultant must prepare an inventory identifying all furnishings, equipment and other items of personal property turned over to the Consultant by the City to be used in performance of the Services (collectively the "Transferred Property"). Any such Transferred Property shall remain the Property of the City, but must be used by the Consultant to provide Services hereunder. Upon the expiration or termination of this Agreement, the Consultant must return the Transferred Property to the City in the same condition in which it was received by the Consultant, reasonable wear and tear excepted.
- B. Property Assessment.** Consultant must conduct a thorough assessment of all existing Parking and Ground Transportation Facilities including a structural engineering assessment of each building and structure as well as an assessment of the general condition/maintenance of the Facilities.

## **XVII. SAFETY AND LOSS CONTROL SERVICE**

The Consultant will provide specific safety and loss control Services as follows:

- A. Programs, Rules and Procedures.** The Consultant will develop, recommend for Department approval, maintain and update programs, rules and procedures, as set forth below, complying with all Occupational Safety & Health Administration ("OSHA") rules and regulatory standards to ensure the safety of the traveling public and employees in its use of the Facilities. The Consultant will confer with the appropriate City and Department officials, as required to develop programs, rules and procedures that support City and Department safety and loss control objectives. Recommended procedures, rules and programs must be provided in a format and media, as designated by the Department that supports their publication and implementation by the Department. In addition to developing rules, programs, and procedures for safety and loss control areas listed below, the Consultant will also utilize all reasonably available means to eliminate or control hazards and risks in carrying out the following responsibilities: The Consultant must maintain, update and comply with all OSHA rules see ([www.osha.gov](http://www.osha.gov)), regulatory standards and procedures as set forth below:
  - 1. Planning, organizing, coordinating, instituting, maintaining and monitoring programs including occupational and health hazards controls, loss control and safety;

2. Developing and maintaining safety policy and standard operating procedures; in accordance with OSHA, American National Standards Institute ("ANSI") see ([www.ansi.org](http://www.ansi.org)), and all other applicable standards;
3. Disseminating knowledge of applicable safety standards and emergency procedures to employees through the issuance of safety procedures, training, and attendance at education programs;
4. Identifying hazards and instituting corrective action for their elimination or control; within a reasonable time frame following identification of the hazard;
5. Advising and assisting in the investigation of accidents and losses to determine causes; developing programs to reduce, control, or eliminate liability exposure;
6. Ensuring persons who become injured or medically ill, while at the Airport, receive prompt, safe, effective first aid, and appropriate medical attention utilizing the current Chicago Department of Aviation Accident & Injury reporting system;
7. Ensuring that accidents, safety incidents, and injuries in the Terminal and other Facilities are reported and documented promptly, accurately, and appropriately;
8. Ensuring that safe, secure, sanitary housekeeping conditions are maintained at all times throughout the Terminal and other Facilities;
9. Analyzing and updating (as appropriate) recommended adaptation of existing Airport emergency response procedures for the Terminal and other Facilities, for the following emergency/ incident categories:
  - Fire
  - Injury to the public
  - Bomb threats
  - Biological and chemical threats
  - Utility interruption
  - Demonstration/civil unrest
  - Explosion
  - Collapse
  - Imminent danger
  - Emergency evacuation

## **XVIII. CLAIMS-HANDLING**

**A. Property Claims.** The City maintains property insurance coverage for the Parking and Ground Transportation Facilities. The Consultant will handle, manage and control City property claims related to the Facilities, subject to the direction of the City Risk Manager and the Department. The Consultant will also be responsible for

1. Developing (and submitting to the Department for approval) property claims handling procedures;

2. Submitting property claims and support documents to designated insurers, in a manner prescribed by the City and Department;
3. Monitoring claims activity;
4. Maintaining related files; and
5. Providing monthly reporting to the Risk Management Office and the Department

**B. Liability Claims.** The Consultant will handle, manage, and control all liability claims related to the Parking and Ground Transportation Facilities, subject to the direction of the City Risk Manager and the Department. The Consultant will also be responsible for:

1. Developing (and submitting to the Department for approval) liability claims handling procedures
2. Submitting claims and support documents to its insurers
3. Monitoring claims activity
4. Maintaining related files, and
5. Providing monthly reporting to the Risk Management Office and the Department.

**Exhibit 1**

**Scope of Services**

**Attachment A**

**PARKING FACILITIES (Description)**



## Attachment A

### PARKING FACILITIES

The current Parking Facilities of Chicago's O'Hare International Airport is composed of the following:

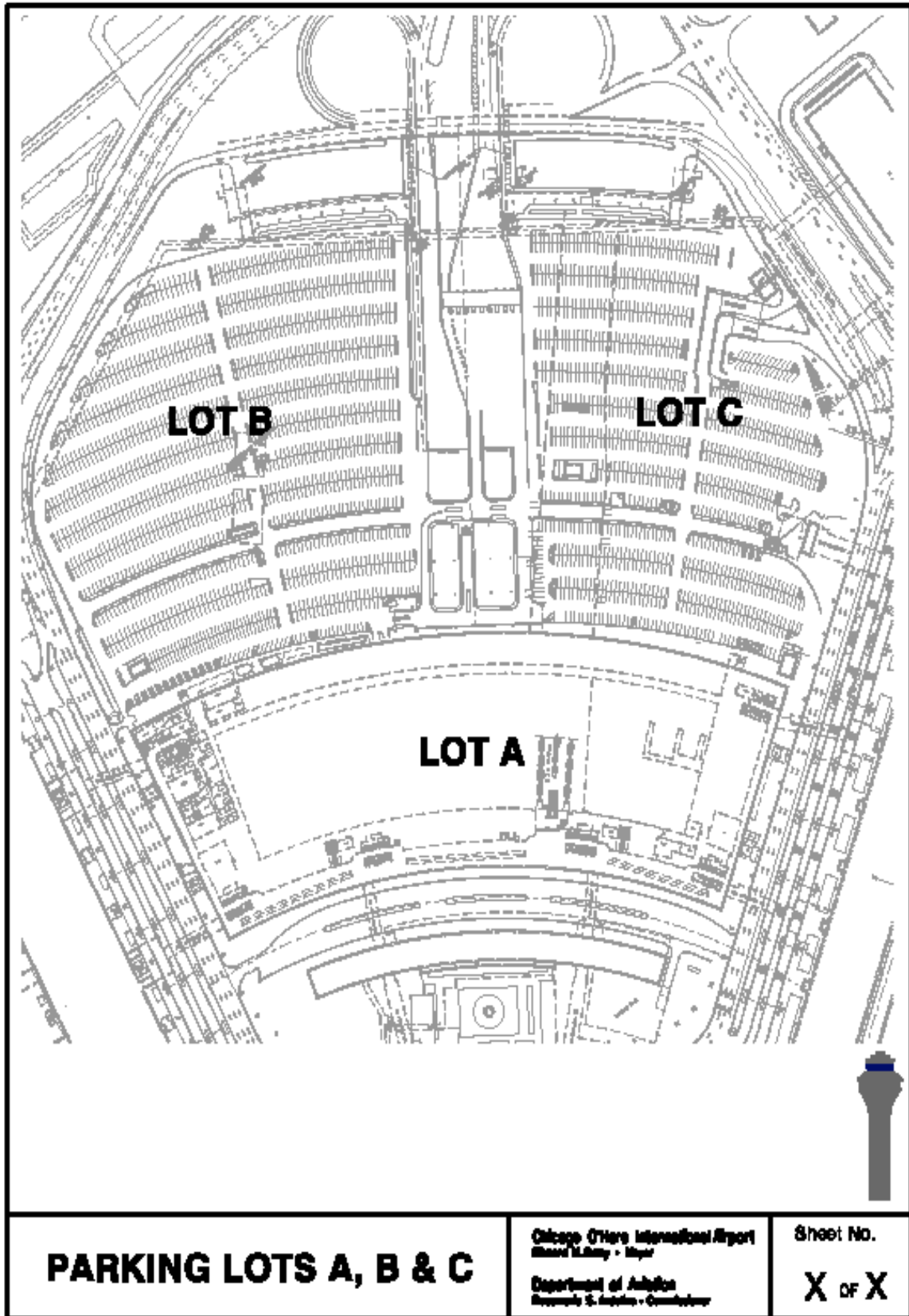
| <u>Lot Designation</u>           | <u>Spaces</u> | <u>Description</u>  |
|----------------------------------|---------------|---|
| Elevated Parking Structure (EPS) | 9,302         | Floor 1 is hourly & Valet Floors 2-6 are daily-Short Term       |
| Lot "B"                          | 1,663         | Surface lot adjacent to EPS and operational with EPS-Short Term |
| Lot "C"                          | 1,164         | Surface lot adjacent to EPS (independent)-Short Term            |
| International Terminal 5 Lot "D" | 946           | Surface lot – Short Term  |
| Economy Lot "E"                  | 6,996         | Remote Surface lot located 1.5 miles from Terminals             |
| Economy Lot "F"                  | 3,026         | Remote Surface lot located 2 miles from Terminals               |
| Economy Lot "G"                  | 2,748         | Remote Surface lot located 1.5 miles from Terminals             |
| <b>Total Available Spaces</b>    | <b>25,845</b> |   |

1. All Parking Facilities are open and operating twenty four (24) hours per day, seven (7) days per week, 365 days per year.
2. The EPS has six (6) Elevator Centers located throughout the parking complex. Each Center contains six (6) elevators and Lot "C" has a single elevator center with two (2) elevator cars.
3. Parking Lot F and the current auto-pound in Lot F may be affected by upcoming construction projects.
4. Parking Lot G is currently closed to passenger traffic. G lot is currently only open for employee parking. However, the City may reopen G Lot during the term of this Agreement if the Commissioner determines that it is in the best interest of the City.

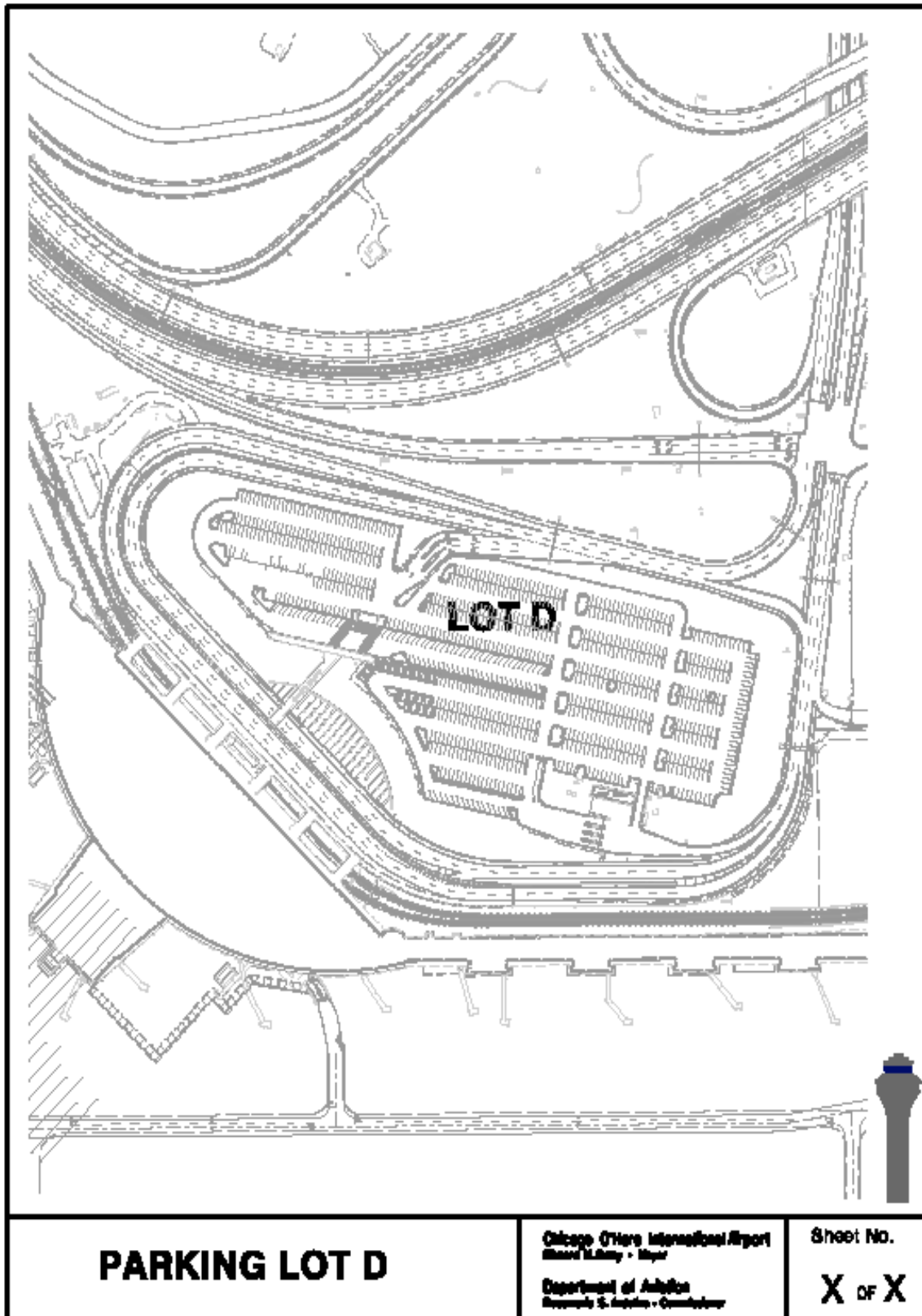
**Exhibit 1**

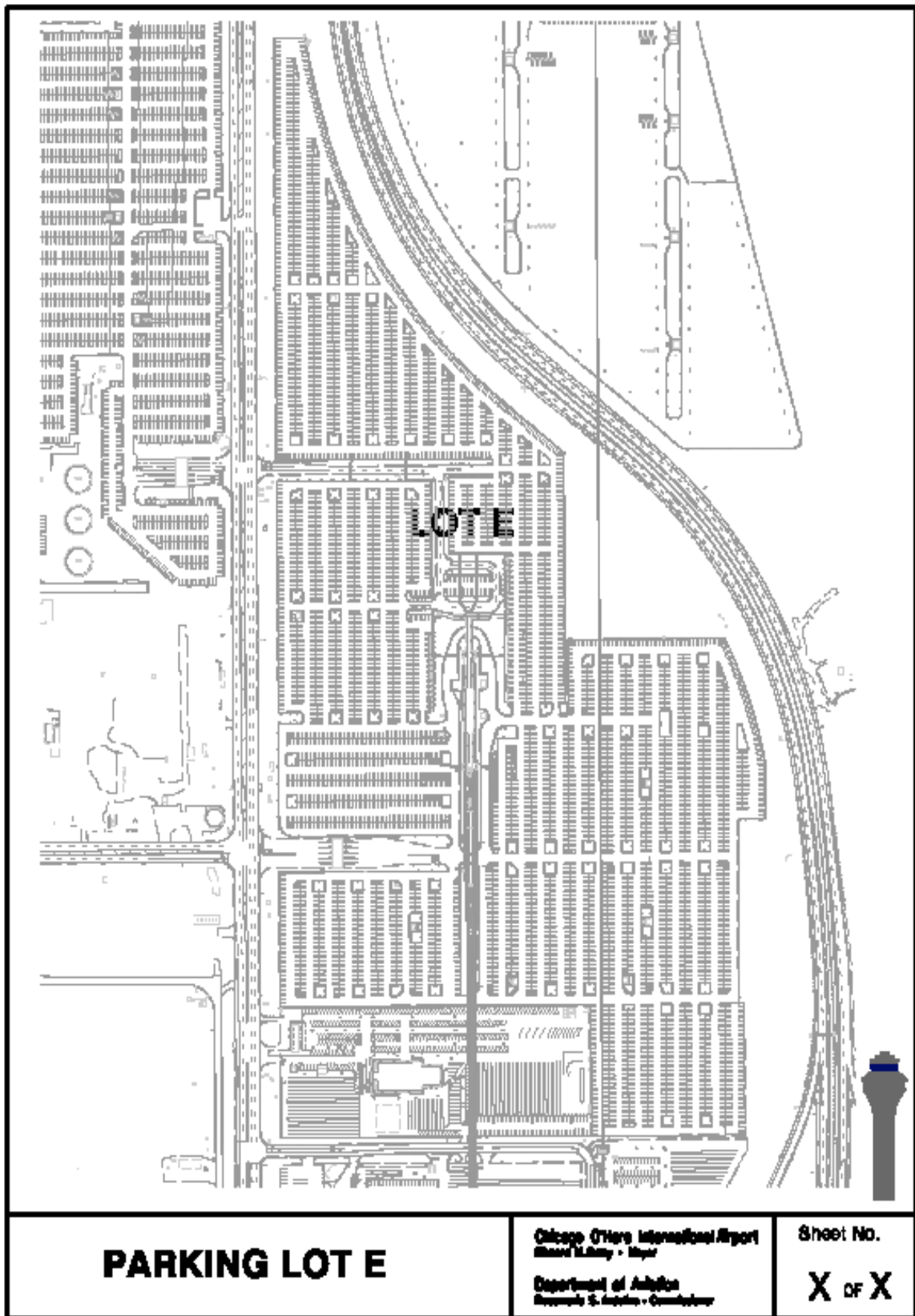
**Attachment B**

**CURRENT PUBLIC PARKING FACILITIES**

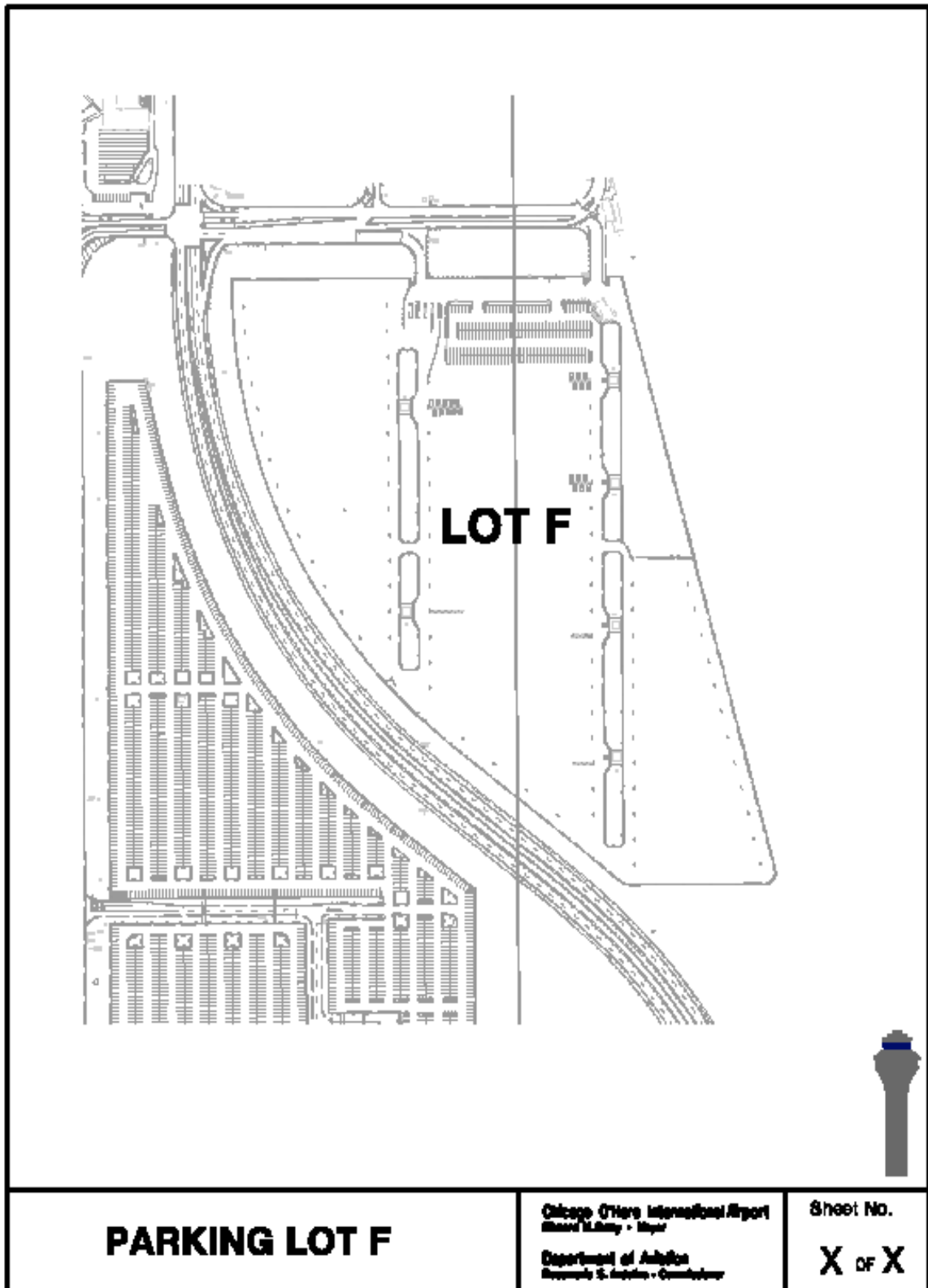


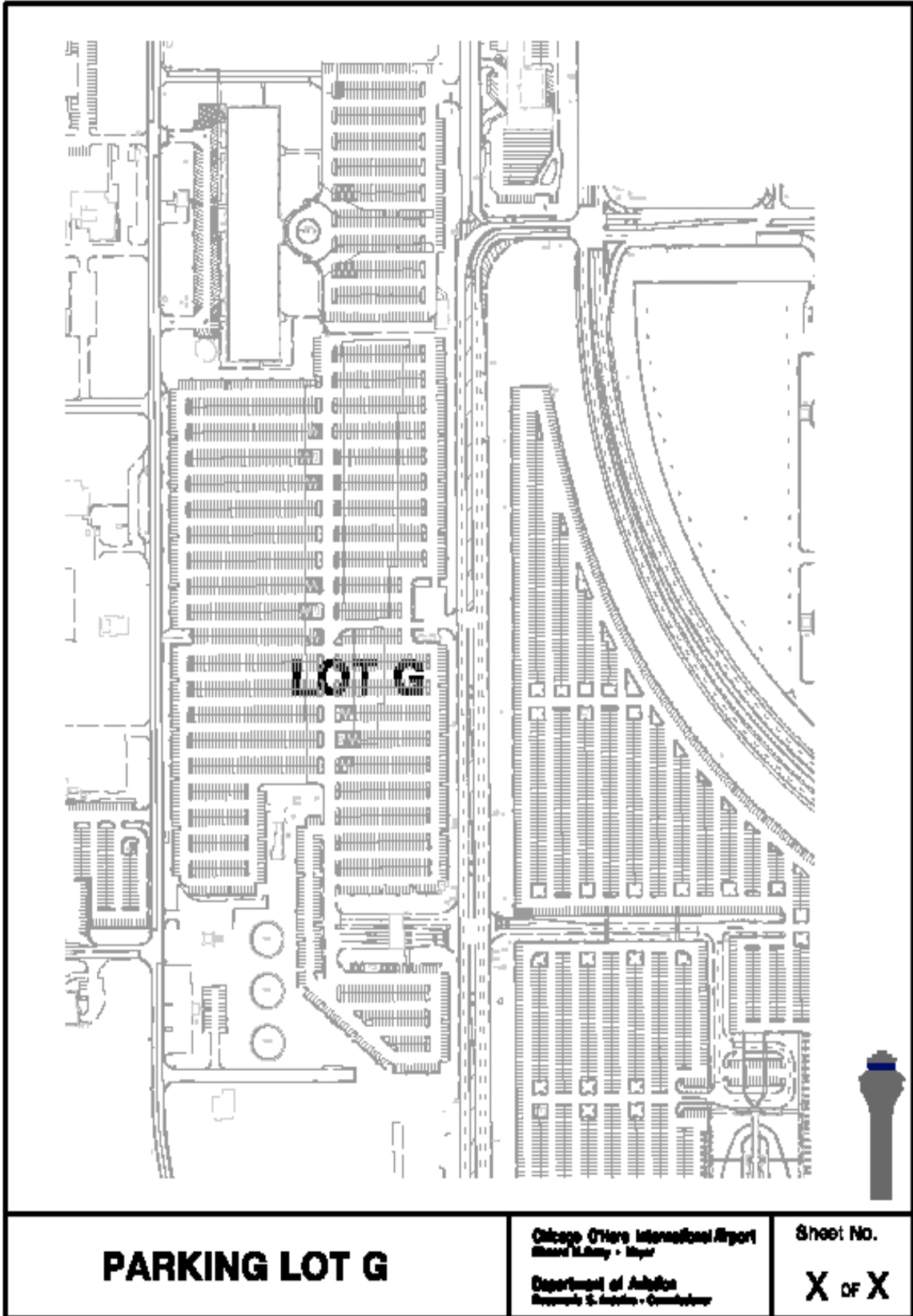
Attachment B





Attachment B





**Exhibit 1**

**Attachment C**

**FUNCTIONAL OUTLINE FOR REVENUE CONTROL SYSTEM**



## **Attachment C**

### **O'HARE PARKING DIVISION FUNCTIONAL OUTLINE FOR REVENUE CONTROL SYSTEM**

#### **Revenue Accounting**

- The current Revenue Control System is owned by the City of Chicago and must be maintained by the Consultant, in accordance with the Scope of Services (attached as Exhibit I). To guarantee an efficient revenue tracking program, the Revenue Control System (RCS) and any related enhancements to it must be able to generate timely, accurate and relevant reports as defined by the Department, including but not limited to, the following:
  - Comparative analysis (year to date ("YTD") vs. Prior Periods)
  - Including statistics on the following revenue tickets:
    - > Hourly
    - > Daily
    - > Weekly
    - > Monthly
    - > Quarterly
    - > Yearly
- The following pages describe the critical revenue control and reporting capabilities the RCS must be able to address daily and shifts basis and/or as directed by the Department:
  - Revenue Reporting
  - Cash Control Reporting
  - Interfacing Capabilities

## **Attachment C**

### **Revenue Reporting**

- Revenue reports must reflect both normal and “exception” transactions segregated by:
  - Shift
  - Booth
  - Cashier
  - Lot
  - Time period (hourly, daily, weekly, monthly, yearly)
- Normal transactions MUST be reported by:
  - Payment type (cash, check, credit card and total)
- Exception transactions MUST show:
  - Segregation by type:
    - > Non-revenue and void transactions (ten minutes or less, buses with badges, employees, concessionaires, others with badges)
    - > Weekly/monthly user revenue transactions
    - > “Unusual” transactions (disputed fee, stolen, duplicate, mutilated, backout, illegal exit, maintenance)
- All reports must reflect applicable City taxes

## **Attachment C**

### **Cash Control**

- The following report must be available from the RCS to provide for a timely and efficient cash control:
  - Overage and shortage reports showing total revenue, actual cash collected and difference by:
    - > Shift
    - > Booth
    - > Cashier
    - > Lot
    - > Time period (hourly, daily, weekly, monthly, yearly)
  - Balancing of cash by shift, booth, cashier, lot, time period receipt cards, and bank deposits.

## **Attachment C**

### **Data Analysis and Reporting**

- The RCS has the ability to interface with other commercial computer programs, databases and spreadsheet packages to ensure efficient data manipulation and analysis. These packages may include:
  - Novell 4.11 & 4.10
  - Excel 1-2-3, ver. 5
  - Excel Notes ver. 3.0
  - Word ver. 6.1
  - Microsoft Windows 3.11 & 95
  - Microsoft NT Workstation ver. 4.0
  - Unix

### **Vehicle Inventory Management**

- To facilitate timely and cost effective managerial decisions regarding occupancy levels, closure trends and demand patterns, the RCS must be able to provide:
  - On-line monitoring and control of vehicles ingress/egress and space availability by section and lot
- The following reports must also be from the RCS:
  - Occupancy reports by lot (hourly, daily, weekly, monthly, yearly)
  - Closure reports by lot (hourly, daily, weekly, monthly, yearly)
  - Length of stay reports by lot (hourly, daily, weekly, monthly, yearly)

## **Attachment C**

### **License Plate Inventory**

- To facilitate the LPI process, the following two alternatives must be considered:
  - 1) Entry of plate information via a nightly inventory using hand held terminals and capture of data at exit using video cameras and key entry by cashiers.
  - 2) Digital scanning of plates with automated character recognition at entry and exit as operating in Economy Lot G – need to assess reliability in O'Hare environment.
- The RCS must be able to generate:
  - Reports on overnight vehicles by lot and number of days and the number of remaining vehicles from the daily activity.

### **Badge Readers**

- To accommodate use of card-based entry and exit methods, the badge reader for O'Hare must conform to the following specifications:
  - Magnetic stripe medium or proximity reader -- if possible, compatible with Airport I. D. badges.
  - Two level -- automobile and bus -- badge readers at entrance gate.
- The RCS must be able to generate the following reports reflecting:
  - Authorized personnel accounts by type, lot, security deposit and expiration date (buses, employees, concessionaires, Consultants, others).
  - Authorized personnel usage (frequency and length of stay) by lot.

## **Attachment C**

### **Signage**

- Signage, a critical component of the operation of a Parking Facility, enables customers to make timely and reliable decisions. To increase customer satisfaction while facilitating the flow of vehicles, the following attributes must characterize signage at O'Hare:
  - Integration to vehicle inventory management by section and lot
  - Automated signage reflecting cashier booth status:
    - > Open/closed

### **Maintenance**

- The Consultant must perform maintenance services to ensure the immediate repair and replacement of all RCS components to avoid any service loss or interruption, and resulting revenue losses at the Parking Facilities, which continue for more than 8 hours at any one time. In order to achieve this objective, the Parking Facilities require, at a minimum, Services to be scheduled on a daily 19-hour shift, 7 day a week, 365 days a year, from 06:00 a.m. through 01:00 a.m. the following day, with technicians having a maximum response time of ten minutes for Parking Lots D, E, F, and G. Services also include on-call technicians equipped with radio pagers available twenty four (24) hours a day, seven (7) days a week, 365 days a year with a maximum on-site response time of 2 hours between 01:00 a.m. and 06:00 a.m. The Consultant must provide appropriate pager and telephone numbers for contacting designated technicians equipped to service the central computer with a response time of no more than 3 hours. The Consultant must provide service staff with 2 high specification trucks and easily identifiable corporate smart clothing at the Consultant's expense.
- The Consultant is responsible for the complete "Basic Maintenance" of the RCS, including without limitation the Services listed below. "Basic Maintenance" includes without limitation repairs, adjustments, and/or replacement of existing RCS components on an exchange basis as may be necessary to maintain the RCS in good operating condition at all times, as well as the following:
  - All technical and housekeeping tasks associated with the repair and preventive maintenance of the RCS in accordance with the manufacturer's specified preventive maintenance program, and all technical and housekeeping tasks required as a result of the upgrading of the RCS or as a result of modifications to the manufacturer's maintenance program as recommended by the Department.
  - Software maintenance.
  - Equipment (all hardware and components) maintenance, including spare parts and unlimited in-house board-level repairs.

- Maintenance of an adequate working inventory and provision of all other maintenance materials, tools, and test equipment necessary for the Services described here. Exchanged parts must be rebuilt and maintained as part of such inventory.
- Reporting obligations, including without limitation the submission of reports to the Department as requested, which include, but may not be limited to, the following information:
  - > Name of the technician performing the services
  - > Date and time that repair began
  - > Date and time that repair was completed
  - > Type and model number(s) of component(s) used
  - > Time spent for repair
  - > Description of repair
  - > List of parts repaired or replaced
  - > All preventive maintenance performed
  - > Signature of technician(s) certifying the accuracy of the statement
- In addition, the Department may request that additional Services be performed at the Consultant's normal rates. Such services may include but are not limited to:
  - > Replace lane lights
  - > Replace ATD housings
  - > Replace gate housings
  - > Custom build and install new equipment
  - > Reprogram software other than rate changes
  - > Upgrade main frame hardware
  - > Additional site inspections
  - > Implementation of field engineering change orders
  - > Training programs
  - > Relocation of entry/exit equipment

## **Attachment C**

### **Equipment Requirements**

- The following equipment is considered to be important for the efficient operation of the Parking Facilities:
  - Automated gate/arm
  - Inductive loops/detectors to trigger spitters/gates (in order to prevent improper vehicle entries)
  - Double spitters or high ticket capacity single spitters
  - In terminal pay-stations (credit card)
  - Fully automatic integrated credit card equipment
  - Full integrated pre-cashier equipment (credit cards)
  - Central processing unit which will support a multi-user, multi task environment

### **Fee Calculation**

- In an effort to facilitate revenue accounting, decrease fraud, and increase customer satisfaction, the RCS must provide a fee calculation function reflecting the following capabilities:
  - Ability to operate cashier booth in an on-time mode or while host system is down (with full recovery capability)
  - Automatic calculation for short-term and long-term users



## **Attachment C**

### **Payment Processing System**

- The following constitute the critical payment processing attributes of the RCS:
  - Fully automated integrated credit card system, which is PCI compliant
  - Fully integrated pre-cashier equipment:
    - > Accepts credit cards
    - > Provides for complete instructions
  - Pay stations (credit card)
  - Integration with automated signage to reflect payment options by booth
  - Integration to revenue accounting functions

## **Attachment C**

### **Fraud Control**

- To prevent fraud and the costs associated with it, the RCS must be equipped to provide:
  - Loop controlled entrance gate lifts and ticket spits
  - On-line monitoring of ticket spitters and gates
  - Ability to process “off-line” and recover transaction detail after the fact
  - Customer fee display
- From a report-generation perspective, the frequency of the following reports are directed by the Department and considered critical:
  - Non-revenue user/employee accounts (activity by account)
  - Reporting on non-revenue/employee usage (frequency and length of stay) by lot
  - Reporting on unresolved activity (daily, weekly, monthly, yearly)
    - > Aging reports (reflect employee/concessionaire past due amounts)
    - > Reporting on missing tickets or unaccounted for vehicles
    - > Reporting on disappeared vehicles

## **Attachment C**

### **User Documentation and Training**

- The Consultant must furnish copies of the following documentation to the Department for all revenue control equipment and software as directed by the Department:
  - System specifications
  - Maintenance manuals (terminal, ticket issue machine (TIM), etc.)
  - Cashier manuals
  - Central computer/software manuals
  - Installation/as-built drawings
- The Consultant must also provide comprehensive on-site training programs for the following parking staff:
  - Cashiers, revenue control staff, administrative staff and customer service staff
  - Readily available manuals and/or videotapes to facilitate training of new staff on an ongoing basis

## **Attachment C**

### **Data/Backup Recovery**

- To guarantee the efficient operation of the Parking Facilities in the event of a power failure or another operational malfunction, the following requirements are needed:
  - All cashier terminals must possess an operational backup device (tape or disk)
  - Uninterruptible power supply
  - Full backup and recovery of the host site

### **Information Management**

- To guarantee the efficient flow of information enabling timely/reliable managerial decisions, the RCS should provide a fully integrated record/file system including the following:
  - Employee data
  - Customer License Plate data
  - Cashier transaction status (reporting on cashier time in/out per booth)
  - Rate structure information

## **Attachment C**

### **Date/Times**

- To facilitate accurate tracking of revenue and operating data, the RCS must reflect dates and items in the following manner:
  - Transparent handling of year change, century change, leap years
  - Transparent handling of daylight savings/standard time changes
  - Transparent handling of dates, months, days of the year

### **Ticket Procedures**

- To enhance customer satisfaction while minimizing complaints and other potential conflicts, the parking tickets must conform to the specifications of the current Revenue Control Equipment and must include but not be limited to the following:
  - Pocket-size tickets
  - Color-coded or logo printed for easy reference
  - Tamper-proof
  - Magnetic stripe

## **Exhibit 1**

### **Attachment C**

#### **SUMMARY TECHNICAL SPECIFICATION FOR PARCS SYSTEM**

The following is a brief description of the PARCS to be provided:

- Entry Lane – Lane device capable of providing controlled access to the various airport parking facilities. Lane entry functionality must provide the ability to dispense tickets, credit card acceptance, proximity card and CDA badge card (current prox cards issued by CDA) access. Some entry lanes must be limited to employee only access. License Plate Recognition (LPR) functionality must also be provided at all entry lanes.
- Exit Lane – Lane device capable of providing controlled egress from the various airport parking facilities. Forms of payment must include cash, credit card, valid proximity card, CDA badge card or pre-validated ticket. Some exit lanes must be limited to employee only usage. All public exit lanes must provide the ability to be operated in both a manned and unmanned configuration. LPR functionality must also be provided at all exit lanes.
- Central Host/Server – The centralized subsystem which monitors controls and manages the overall PARCS. The Central Host may be comprised of several servers and subcomponents as developed by the Vendor.
- Space Count System – The subsystem or functionality to accurately maintain space count inventory for each lot and level within the Elevated Parking Structure (EPS or Lot A garage).
- Parking Guidance System – The subsystem or functionality to effectively manage and control parking signage throughout the Airport grounds based on information provided by the Space Count System.
- Valet System – The subsystem or functionality to provide fully integrated Valet services within the EPS.
- License Plate Recognition (LPR) – The subsystem or functionality to capture vehicle license plate images upon facility entry and exit and apply OCR processing to identify and record the vehicle's license plate information. LPR data must be used for auditing, fraud prevention and the processing of lost or damaged ticket transactions.
- License Plate Inventory (LPI) – The subsystem or functionality that utilizes LPR technology to record inventory of parked vehicles using a Mobile LPR (MLPR) system. LPI data recorded must include vehicle license plate OCR data and vehicle location including lot, level (if applicable) and stall.
- Credit Card In/Out – The ability or functionality to allow public patrons the use of a credit card to enter or exit the parking facility without the issuance of a ticket. The patron may use a different credit card for payment if they so choose.

- Proximity Card (Prox Card) – The subsystem or functionality where RFID cards are issued to employees and patrons for facility entry and exit. Prox card readers must be located on each entry and exit lane device. The Central Host must be responsible for administering and managing the prox card database.
- CDA Badges – These RFID badges are issued to individuals that have access to the airport facility. The database and operation is maintained by CDA security. The PARCS system will have components from this system incorporated into the gates and will also interact with this system on a limited basis as described in this document.

**Exhibit 1**

**Attachment D**

**VEHICLE BOOTING SERVICES**



## Exhibit 1

### Attachment D

#### **A. Vehicle Booting Services**

The Municipal code of Chicago [9-96-010, and as may be revised] authorizes the City Parking Administrator “to direct and supervise a program of vehicle immobilization”. All Booting on the public way or in public parking lots is currently administrated by the Department of Revenue and this authority includes vehicles parked at the Chicago O’Hare International Airport (hereafter, “O’Hare Airport” or “ORD”). Any towing of vehicles, pursuant to provisions in the Municipal code of Chicago, will be provided under authority of the Department of Streets and Sanitation, in cooperation with the Department of Revenue and Department of Aviation.

Notwithstanding any requirements of the City of Chicago Department of Aviation’s RFP for the Management of Public Parking and Ground Transportation Facilities at O’Hare Airport, the Respondent must propose the Department of Revenue’s Booting and Boot-cashiering requirements.

The Booting operation at O’Hare Airport must be performed by the Consultant using “License Plate Recognition” (LPR) technology only. No manual system of license plate matching will be accepted. The Respondent must propose:

- the License Plate Recognition system and associated hardware, software, middle-ware, and related peripherals for use at ORD – each subject to approval by the City;
- the LPR equipped vehicle and driver/Booter;
- the testing, calibration, maintenance, and repair of the vehicle and LPR system; and
- the requisite licensing and compliance requirements as may be applicable.

For purposes of the Department of Revenue Booting section of the RFP, the following definitions apply.

“Auto Pound” means the designated location where vehicles booted at O’Hare International Airport are towed.

“Boot” means a mechanical device (purchased and maintained by the City to operate in accordance with the Boot manufacturer’s specifications) designed to be placed around the tire and wheel of various-sized vehicles, which is then locked by a City-provided high-security padlock, thereby immobilizing the vehicle.

“Boot-Eligible Vehicle” means a vehicle identified by the Department of Revenue as meeting the scofflaw criteria to be immobilized by a Boot.

“Boot-Eligible Vehicle File” means the City’s data containing a list of scofflaw license plates belonging to Boot-Eligible Vehicles.

“Booter” is a person, under the management of the Consultant, who properly installs and removes a Boot.

“Booting” means the process and techniques executed by the Consultant in order to properly install a Boot and lock.

“Booting Information” means data and other information uploaded by the Consultant into CANVAS documenting an immobilization occurrence, including but not limited to the vehicle registration number, the size of the vehicle, and the Boot identification number.

“CANVAS” is an acronym for the *Central Adjudication, Noticing, and Violation Administrations System* - the City’s proprietary program used to manage parking and compliance violation data, providing, among other functions, the creation of the Boot-Eligible Vehicle File, the creation of Release e-mails, the management of Boot status information, the contesting/adjudication process information, and reconciliation of payments associated with an apparent debt due to the City for parking scofflaw violations.

“Cashiering System” refers to the City’s *Payment Manager* cashiering application (from *Active Network®*) currently used by the City for payment collections processing, reconciliation, and revenue analysis reporting.

“Consultant” refers to the vendor awarded a contract agreement pursuant to the Department of Procurement Services’ RFP process.

“Director” means the Director of the Department of Revenue, and any representative authorized in writing to act on the Director’s behalf.

“License Plate Recognition” (or “LPR”) is a mobile technology utilizing highly specialized video cameras, hardware, and software specifically designed to effectively scan and identify license plates of parked vehicles, while, if properly used, the operator is driving past parked vehicles. This video image and data-mapping technology utilizes software having sophisticated alpha-numeric optical character recognition capabilities designed and calibrated to accurately read license plates which match/map to a list of scofflaw license plate alpha-numeric characters (such as the Boot-Eligible Vehicle File lists derived from CANVAS). LPR is designed to sound an alarm when a scofflaw license plate from the list, matches a parked vehicles’ license plate, as an LPR-mounted vehicle drives by the parked vehicle, enabling the driver/Booter of the LPR-mounted vehicle to identify Boot-eligible vehicles quickly and efficiently.

“Release” means the removal of a Boot device from an immobilized vehicle.

“Release Information” means data input by the Consultant into a CANVAS interface, documenting the facts surrounding the Release of a Boot, including the vehicle registration number and the releaser’s badge or other identification.

“Service Levels” are minimum performance measures required to be met or achieved by the Consultant.

“Service Level Credit” means a monetary credit resulting from failure to meet an established Service Level; and which is made to the City by the Consultant as reflected on the Consultant’s monthly invoice.

## SCOPE OF SERVICES FOR VEHICLE BOOTING OPERATIONS

The description of Services for Booting at O’Hare is intended to be general in nature and is neither a complete description of Consultant’s Services for Booting at O’Hare nor a limitation on the Services that Consultant is to provide under an Agreement resulting from this RFP.

Notwithstanding all other requirements in this RFP, Consultant must provide the Services for Booting of Boot-Eligible Vehicles from O'Hare parking lots in accordance with the standards of performance set forth in this Attachment D.

## **1. Department of Revenue Provisions**

The Department of Revenue will provide the Consultant with Boots, Boot locks, Boot-Eligible Vehicle data (via FTP), training, and support necessary for the Consultant to provide an effective Booting operation, on behalf of the City of Chicago. The Department of Revenue will provide the Consultant with the following:

- a. Boots required to immobilize Boot-Eligible Vehicles; high-security Boot locks; and Boot lock keys;
- b. Self-adhesive notices used to apply onto a booted vehicle, posting a message to the driver of the scofflaw vehicle on how to reconcile the debt owed to the City of Chicago to cause the Boot to be removed;
- c. Initial training on Booting and on-going training on policy and procedures. The Consultant will be trained by the Department of Revenue concerning the transfer of data from and the input of data into CANVAS, the checking and verification of each LPR matched license plate, the techniques in attaching a Boot to all LPR-identified Boot-Eligible Vehicle's tire/wheel assemblies, installing a high-security lock on to the Boot, and the removing of the lock and Boot from a vehicle;
- d. The Consultant will be trained by the Department of Revenue to know when the Consultant must remove a Boot (usually as a result of an authorized City cashier's confirmed receipt of payment for unpaid scofflaw debt owed, which precipitated the vehicle being listed as a Boot-Eligible Vehicle in CANVAS). When receipt of payment for unpaid scofflaw debt has been made (as well as any payment of MDW parking fees and any other identified debt which may be due by the Boot-Eligible Vehicle owner to the City) then the Consultant will be notified by the Department of Revenue that a Boot removal must be performed. After the Boot has been removed, CANVAS must then be immediately updated by the Consultant, inputting the new status of the now-released Booted vehicle.
- e. The Consultant will be trained by the Department of Revenue to know when and which Booted Vehicle(s) must be towed. Depending upon certain circumstances determined by the DOR, either a third-party tow truck vendor under contract with the Department of Streets and Sanitation, or a City of Chicago Department of Streets and Sanitation tow truck, or a tow truck and driver provided by the Consultant, will be required to tow a particular vehicle to a new location. For example: if a Booted Vehicle must be towed to the designated City of Chicago Auto Pound, then either:
  - i. the Consultant's Booter must coordinate a meeting between the Streets and Sanitation tow truck or the Streets and Sanitation third-party tow truck at the location where the Booted vehicle is parked, and coordinate the release of the Boot such that upon the Release of the Boot by the Consultant, the tow truck can then immediately tow the vehicle (no vehicle is to be towed while a Boot is still installed on it); or
  - ii. the Consultant must tow, or arrange to have towed, at the Consultant's expense, the un-Booted vehicle(s) to a location somewhere at a certain designated location on ORD property where the Streets and Sanitation tow

truck or the Streets and Sanitation third-party tow truck will later tow all such congregated vehicles to the City's Auto Pound.

- f. The Consultant will be trained by the Department of Revenue to know how to calculate and enter the parking fee amount that is owed by the Boot-Eligible Vehicle's driver, into the Department of Revenue's Cashiering System.
- g. The Consultant will be trained by the Department of Revenue to know how to create a payment plan.
- h. The Consultant will be supplied with the equipment necessary to print/copy payment plans and receipts, etc.
- i. The Consultant's personnel who are provided access into CANVAS must comply with City of Chicago security protocols, as may be required.

## **2. Consultant Provisions**

The Consultant must provide and include in its cost proposal, all costs for:

- a. all personnel, for example
  - LPR vehicle drivers/booters),
  - tow truck drivers,
  - cashiers
  - managers
  - supervisors
  - subConsultants
- b. all required equipment or appurtenances other than those provided by the City and approved by the CDA.
- c. a mobile LPR system (e.g. cameras, processor, hardware, its support accessories and equipment, installation, software and hardware maintenance, configured to interface with the Department of Revenue's CANVAS data, LPR equipment and software training, software licenses, software and hardware upgrades if necessary) and LPR-mounted-vehicle and all other LPR system-associated costs.

NOTE<sub>1</sub>: all LPR software must be supported by the Consultant and must always include security protocols which have been approved by the City's authorized representative, at no extra cost to the City.

NOTE<sub>2</sub>: LPR software will be electronically uploaded (at least twice daily), by the Consultant, with the most current list of Boot-Eligible Vehicle File derived from CANVAS, with CANVAS-access provided to the Consultant by the City. The LPR will not integrate directly into CANVAS, but rather, the Boot-Eligible Vehicle File will be provided to the Consultant who must load the text file onto some electronic media (e.g. a USB drive) and from there loaded into his LPR system.

- d. a stand-alone computer, fully configured, maintained, and supported, and complete with all required appurtenances necessary to enable data entry into CANVAS.
- e. all vehicles and maintenance of vehicles, including tow trucks and LPR-installed vehicle(s) (all subject to approval by the DOA), and vehicle operating expenses.

- f. cell phones, land phones, pagers, and other mobile communication devices and related third-party service providers.
- g. uniforms for personnel involved in Booting.
- h. signage (as designed and approved by the Department of Revenue), signage creation, and signage installation, as may be necessary, as relates to the Booting program.
- i. PCI and DSS compliance, as applicable.
- j. Red Flag Rule compliance as applicable.

### **3. Performance Requirements**

#### **a. Booting Hours of Operation**

Booting operations at the parking lots at ORD must be performed during the Booting Hours of Operation as set forth in the Agreement between the Consultant and City of Chicago.

Currently, Consultant must Boot all Boot-Eligible vehicles 7 days per week, 365 days per year, including holidays, 24-hours per day. This will require the Consultant to upload a new Boot-Eligible Vehicle File at least two times per day.

Consultant must Release Boots, as required, currently required 24-hours a day, 7-days a week, 365 days a year. This can be supported by having three 8-hour shifts of one driver/Booter per shift. Since scofflaws are able to reconcile payment for unpaid scofflaw debt owed 24/7/365, Boots must be able to be released immediately after the scofflaw debt and payment of O'Hare Airport parking fees as applicable, have been paid.

#### **b. Service Levels per Day**

The Consultant must import the Boot-Eligible Vehicle File data into its LPR system on a daily basis. (Currently, the City creates Boot-Eligible data two times per day in CANVAS: around 9:00 PM and again at 3:00 AM.) This data resides in a file transfer protocol (FTP) residing in a City managed server.

The Consultant must provide sufficient management, supervision, and personnel meeting the security protocols required by the CDA, and the performance required by the Department of Revenue, all as necessary to perform LPR vehicle operations, Booting operations, and towing operations.

- i. As a minimum Service Level for Booting using LPR to identify for Boot Eligible vehicles:
  - Consultant must use LPR to scan and read, at a minimum, 5,000 plates per day;
  - Consultant must Boot all Boot-Eligible Vehicles to which there is a match between the Boot-Eligible Vehicle's license plate and the most recent Boot-Eligible Vehicle File loaded into the Consultant's LPR system;
  - Consultant must provide a daily report indicating the total number of license plates scanned by the LPR, the number of matches that the LPR system software identified as a match, the license plate numbers matched and verified, and also report the number of false-matches.
- ii. As a minimum Service Level for Boot Release management:

- Consultant must remove a Boot within 15-minutes of receiving notice from the authorized representative from the Department of Revenue that a specified booted vehicle must have its Boot released (usually due to the Department of Revenue's receipt of payment by the scofflaw violator).
- iii. Consultant must coordinate the towing of all booted vehicle(s) to be towed by the Department of Streets and Sanitation or the Department of Streets and Sanitation's third-party tow truck Consultant, from the Terminal Garage, on the eleventh (11<sup>th</sup>) day in a domestic travel lot and on the 16<sup>th</sup> day in a international travel parking lot after such vehicle was Booted.

c. Service Level Credits

The following Service Level Credits will apply (unless there were no Boot-Eligible Vehicles parked at any of the O'Hare Airport parking lots during the days the Service Level Credit is being considered, or if the weather conditions were so severe as to have the Department of Revenue authorized representative approve for the exemption of requiring the Consultant to perform at the Service Levels listed above).

- i. If Consultant fails to meet a Service Level for Booting on more than one day per calendar month, Consultant must report such event and provide the Department of Revenue with a Service Level Credit in the amount of \$1,500 for each day that any one Service Level was not achieved.
- ii. If Consultant fails to meet the Service Level for Boot Release on more than two (2) occasions per day, Consultant must, on each of those month's invoice, include Service Level Credits in the amount of \$100 for each 15-minute increment following the 15-minute Boot Release Service Level required of the Consultant.

d. Service Level Adjustment/Suspension

The Director may determine time periods during which the Service Level requirements may be temporarily adjusted or suspended. Any such temporary adjustment or suspension will be set forth in writing by the Director with notice provided to the Consultant.

The Director may waive Service Level Credits when Consultant is able to demonstrate to the Director's reasonable satisfaction that its failure to meet established Service Levels was due to circumstances beyond its reasonable control.

#### **4. Booting Process**

The Consultant must perform the Boot operations per the training instructions provided by the Department of Revenue.

- a. The Consultant must locate all Boot-Eligible Vehicles in the O'Hare Parking lots.
- b. The Booter must apply a Boot to the Boot-Eligible Vehicle. (Please refer to the "Boot Application and Removal Procedures".)

- i. Consultant will be liable for any vehicles damaged during the Booting operation.
  - ii. Consultant must note any wheel, wheel rim, or tire damage prior to applying the Boot.
- c. Following the installation of the Boot, the Booter must affix a City-provided adhesive-backed vehicle immobilization notice to the vehicle. The Booter must then enter the Booting information into the CANVAS from an identified computer having access to CANVAS.
- d. If CANVAS is not accessible for any technical reason, Consultant must immediately notify the Manager of Booting Operations from the Street Operations Division of the City's Department of Revenue, who will then take appropriate actions to account for the booted vehicle and reinstate accessibility into CANVAS.
- e. Consultant must perform the necessary data entry updates into CANVAS.
- f. When a vehicle has been immobilized by the Consultant at any of the O'Hare parking lots and the allotted time listed below has passed, the Consultant must contact the authorized representative from the Department of Streets and Sanitation in order to have the immobilized vehicle towed.
  - i. All immobilized vehicles will be towed to a City approved location by the City.
  - ii. Consultant must contact the authorized representative from the Department of Streets and Sanitation in order to have specified immobilized vehicles to be towed from the eleventh day from initial date of immobilization if vehicle is parked in a Terminal lot non-international parking lot – currently this is lot D in Terminal 5 (this 11-day-wait scenario is predicated upon a policy to provide the booted vehicle's owner, who may be traveling, to be provided an opportunity to return from their travels, and upon discovering the Boot on his vehicle make a payment for the scofflaw violation, and pay for the parking fees due, in order to have the Boot removed before being towed);
  - iii. Consultant must contact the authorized representative from the Department of Streets and Sanitation in order to have specified immobilized vehicles to be towed from the International lot or any Economy Lot, on the sixteenth (16<sup>th</sup>) day from initial date of immobilization if the vehicle is in an (International lot currently lot D in terminal 5 & Economy Lots are Lot E, F, and G).
  - iv. All vehicles that require towing may be required to be moved to a lot that is accessible to a tow truck company. This would be required if a city tow or third party tow can not clear a parking structure height.
- g. Consultant must collect all Booting fees as required by a Booted customer making Booting fee payments by cash, check, or credit card payment, and issue a payment receipt to the paying Booted customer; and
  - i. maintain all bookkeeping and accounting records (including daily activity reports) of Booting fee transactions in accordance with generally accepted accounting principles and practices;
  - ii. prepare and provide a daily Booting transaction report as required by the Director of Revenue;

- iii. if a customer whose vehicle is booted cannot make a full-payment of the Booting fees, then Consultant must assist that customer in entering into a Department of Revenue-authorized payment plan in accordance with Department of Revenue guidelines, and issue the customer a copy of the agreed-to payment plan.
- h. Immediately after Consultant's cashier has received payment of all required Booting fees (and all other associated fees that may be applicable), Consultant will Release the Boot in accordance with the Service Levels per Day section.
- i. Consultant must generate a parking fee invoice associated with the towed vehicle and enter the parking fee balance due in the Cashiering System. (The City will collect the parking fee when the towed vehicle is Released from the Auto Pound.)
- j. After removal of the Boot, the Booter must data-enter the Release Information into CANVAS.
  - i. If CANVAS is not accessible for any technical reason, Consultant must immediately notify the Manager of the Citation Administration Division of the City's Department of Revenue, who will then take appropriate actions to account for the Release Information into CANVAS, and reinstate accessibility into CANVAS.
- k. Consultant must cooperate with the City's Streets and Sanitation Department, which will tow vehicles to the Auto Pound.

## 5. Deliverables

Weekly Reports: Consultant must provide reports on a weekly basis and deliver them to the authorized representative from the Department of Revenue. The City reserves the right to change or request new reports as reasonably deemed necessary. Weekly reports must include, but are not limited to, the following:

- a. total number of Boot-Eligible Vehicles identified by LPR as a match to the Boot-Eligible Vehicle list, per day;
- b. total number of Boots applied per day;
- c. total number of Boots applied at each O'Hare parking lot;
- d. total number of Boots Released;
- e. total number of vehicles towed, (noting if Boots or locks have been damaged);
- f. total number of Boots (or vehicle) "gone on arrival" (GOA) or presumed stolen;
- g. total number of plates "read" by LPR per day, per shift / per LPR operator;
- h. total number of false-positives (a "false-positive" is when the LPR software considers a vehicle's license plate as a match to a Boot-Eligible Vehicle's license plate, but is, in fact, an error made by the LPR software);
- i. total number of hours/days that the Consultant's LPR system was not functioning properly, and comments explaining what actions were then taken.

Monthly Reports: Consultant must provide reports on a monthly basis and deliver to the authorized representative from the Department of Revenue. Monthly reports must include:

- a. Total number of customer complaints, if any;



- b. "Performance measure reports" must document and explain all fluctuations in booting totals, whether booting is up or down from the previous month, and must compare a year-to-date figure.
- c. The performance, in terms of quantifying the number and frequency of Boots applied and other Boot- related operations, between their Booting employees and share those reports with their management, in an effort to teach and encourage Boot performance increases and other efficiencies. Some examples of data contained in these reports would be:
  - i. Hours worked per employee
  - ii. Number of boots applied per hour
  - iii. Number of vehicles parked per day (if this data is available) compared to how many vehicles were booted;
  - iv. Weather reports – snow-covered plates or other extreme weather conditions making plates un-readable;
  - v. Incidence and how hardware/software malfunctions were handled, etc.

All reports must be submitted to the authorized representative from the Department of Revenue via e-mail or fax, in a manner approved by the Department of Revenue.

## **6. Boot Application and Removal Procedures**

Note: the City reserves the right to amend the Boot Applications and Removal Procedures and City Ordinance whenever necessary and upon notice to the Consultant.

The following description of booting procedures may vary depending upon the actual type of Boot device available.

After a Boot-Eligible vehicle has been identified, the *Booter* should park their vehicle as close as possible to the vehicle to be immobilized. The *Booter* should park directly in front or in back of the vehicle. This gives the *Booter* a safety shield while applying the *Boot* and prohibits the owner from entering the vehicle and driving away while the *Boot* is being applied.

When a vehicle is parked in an ORD parking lot, the *Boot* should be applied to the driver's side of the vehicle on the rear tire. By applying the *Boot* to driver's side, the vehicle owner has a better chance of noticing the *Boot* when approaching or entering the vehicle in the parking lot.

### **a. Installation of Boot**

- To Apply Jaw Assembly

Position the jaw around the back of the tire so the ends of the jaw firmly grasp the tire rim lip on both the inside and outside. The jaw locking bolt must be locked in place by using a 13/16" socket ratchet, turning clockwise until completely tightened. Test the grip strength by shaking the jaw from side to side. Note: For easier application, place socket ratchet over jaw bolt head prior to positioning jaw on wheel rim.

- To Apply Arm Assembly

Place arm over outside of jaw assembly fitting arm retainer ear into coordinating grooves. As this is done, dish will fit over wheel cover. Make sure the bolt connecting the arm to the jaw is placed to the left of the lock box hole so that the arm is firmly in place prior to tightening the bolt. The arm retainer bolt must be locked in place by using a 13/16" socket ratchet, turning clockwise until completely tightened.

- To Apply Lock

Place lock box cover over lock box, sliding the shank into the coordinating sleeve. Hook padlock through holes on underside of lockbox. Padlock should be closed in a forceful manner to ensure that *Boot* is secure. Test padlock by pulling it backwards.

After application of the *Boot* the *Booter* will affix an orange adhesive-backed notification sticker to the lower right area of the driver's window. The *Booter* will return to his vehicle to enter the Booting information into CANVAS.

b. Removal of Boot

Upon confirmation from the City's cashier that O'Hare parking fees, parking ticket violation fees, and applicable Booting fees have been paid, and provides the *Booter* with necessary information (license plate, make of vehicle, color, and location of vehicle) *Booter* must proceed immediately to the designated location to Release the *Boot*.

When the immobilized vehicle has been located, the *Booter* should park their vehicle as close as possible to the vehicle to be released. The *Booter* should park directly in front or in back of the vehicle. This gives the *Booter* a safety shield while removing the *Boot*.

The *Booter* should unlock the padlock, which is located on the underside of the lock box. After padlock is removed, the *Booter* should remove the cover from the lock box and loosen the arm retainer bolt using a 13/16" socket ratchet, turning counter clockwise. The *Booter* should then loosen the jaw locking bolt in the same manner.

Once the *Booter* has removed the *Boot*, the dispatcher must be notified of the actual time of Release and the information must be entered into CANVAS.

c. Vehicle Impoundment

Consultant must record the date and time when a vehicle was Booted, and the location of where each vehicle booted is parked. This information is used to determine the vehicle's eligibility for towing and impoundment.

Vehicles with locking hubs that cannot be towed by the rear of the vehicle, and which are parked inside one of the ORD garages (and which cannot be towed by a Streets and Sanitation tow truck because of the tow truck's height or other physical constraints), may need to be towed by the Consultant and moved to one of the ORD surface lots, where a Streets and Sanitation designated tow truck will have physical access to the Booted vehicle.

## 7. Vehicle Booting Price Proposal

In 2009, the current vendor booted 2,045 vehicles and paid exits per the current operator were 3,457,417. (A "paid exit" is used to count the number of vehicles which were parked, paid, and exited the parking lots at O'Hare Airport.)

In 2010, the current vendor booted 2,045 vehicles and paid exits per the current operator were 3,414,348.

The Department of Revenue requires one fully-loaded price for the booting scope of work to be submitted in conformance with the following:

The Respondent's proposed price shall be a "Per Boot Price" unit price. The proposed price shall be "fully loaded" that must include all costs such as, but not limited to: labor; benefits; cost of living increases; uniforms; gas; insurance; vehicles; LPR system equipment, software, and installation; LPR system maintenance and support; management; reports; any hardware, software, and software upgrades; replacement of parts and equipment due to wear and tear; profit; overhead; taxes; security; towing (as described above when required); etc.

The Per Boot Price must be supported by documentation of a price-breakdown-schedule itemizing all costs which make up the Per Boot Price. This price-breakdown-schedule of the price will be the basis from which future Per Boot Price price-adjustments may be considered. (See #3 below.)

Per Boot Price price-adjustments will be considered upon request made by the Consultant to the City upon each anniversary date beginning on the award date of the contract and every anniversary date thereafter. However, the amount by which the Per Boot Price may be increased must relate directly to a cost-item itemized in the price-breakdown-schedule (as provide per #2 above). The cost item must be demonstrated to have actually increased in the prevailing Chicagoland marketplace during the previous 12-month period, beginning on the awarded contract Agreement's anniversary start date, and each subsequent Agreement anniversary date thereafter.

For example: if diesel fuel, or union labor rate cost items are itemized in the price-breakdown-schedule at the time of Proposal submittal, and 12-months from the contract Agreement award date the Consultant can demonstrate a change in their cost for diesel fuel or union labor rates over the period of time since the contract Agreement was first awarded, and if the Consultant requests a price increase based on those cost increases, then the City shall consider adjusting the Per Boot Price. If, after such consideration, the Chief Procurement Officer agrees to a Per Boot Price price-adjustment, all adjustments, if any, must be approved by the Chief Procurement Officer in accordance with the contract change Amendment process. Per Boot Price price-adjustments will not be unreasonably withheld if supported with the proper documentation and if deemed to be in the best interest of the City.

For example: if, the Consultant's awarded Per Boot Price is \$30, and \$5.00 of the \$30 is for diesel fuel cost as is indicated in the price-breakdown-schedule, and 12-months after the contract Agreement was awarded the Consultant requests a \$1.00 increase in the Per Boot Price (attributed to the Consultant's demonstrated 20% increase in diesel fuel cost, which was also experienced throughout the Chicagoland area), and if the Consultant documents such increases by attaching a printout of the relevant references to a third-party resource (such as the [www.fuelgaugereport.com](http://www.fuelgaugereport.com) website) for Illinois

supporting the 20% increase, and submits the price increase request to the Chief Procurement Officer, then the City shall consider adjusting the Per Boot Price to \$31.

Per Boot Price price-adjustment may be considered upon request made by the Consultant to the Chief Procurement Officer in the event there is an unforeseen cost imposed upon the Consultant, after the proposal due date, and is required in order for the Consultant to provide services to the City.

The Per Boot Price is subject to negotiation during the contract negotiation phase of the RFP process.

Please provide a price-breakdown-schedule itemizing all costs which make up the Per Boot Price.

**Exhibit 1**

**Attachment E**

**GROUND TRANSPORTATION MONITOR DUTIES**

## **Attachment E**

### **GROUND TRANSPORTATION MONITOR DUTIES**

**Summary:** The dispatching of taxis and limousines, providing transportation information to the traveling public and the collection of tickets and transportation documents.

#### **Essential Duties and Responsibilities**

1. Greeting and directing the traveling public to the proper taxi and limousine lanes.
2. Obtaining passenger destination information and requirements.
3. Assisting with luggage
4. Opening and closing of taxi doors and trunks
5. Collecting all terminal tickets and prearranged forms.
6. Assuring all tickets and prearranged forms are affixed with Airport Department TSA Stamps (MPEA stamps).
7. Assisting with traffic mitigation.
8. Preparing shift end reports
9. Controlling access gates into terminals
10. Using basic deductive logic to determine commercial vehicle requirements and dispatching the appropriate number of vehicles. Call down taxis from the Commercial Vehicle Area (CVHA) as required by Airport patron demand.
11. Assist with enforcing "No Dwell Time" in the livery lane.
12. Issue short trip tickets to taxi drivers after verifying airport patron's destination. Time stamp all short trip tickets.
13. Work with O'Hare Police Detail whenever requested.
14. Enforce rules and regulations set forth by the Department of Business Affairs and Consumer Protection (BACP) required for public chauffeurs.
15. Explain different types of public transportation available when requested.
16. Explain Blue Line train information when requested.
17. Explain the meter taxi system verse share-a-ride system when requested.
18. Keep the airport patron line in an orderly first come first serve basis
19. Maintain crowd control during peak volume periods.

20. Attend court hearing regarding public vehicle operation division violations. Most hearing can be performed via the telephone.
21. Monitor that MPEA emblems are current for ground transportation provider and if not, notify Chicago Police Department to issue a ticket and deny access to the airport.

### **TAXI, LIMO STAGING AREA**

1. Dispatch City taxis, suburban taxis and limos in an orderly fashion when requested by terminal starter.
2. Collect all MPEA stamps, tickets, pre-arranged limo and suburban taxi forms and short trip when dispatching to the terminal. Issue ticket stub to taxi and pre-arrange limo and suburban taxi form(s) to limo suburban taxi drivers for terminal loading.
3. Stamp short trip tickets and issue short trip ticket stub for terminal loading.
4. Monitor staging area and report any problems to supervisor.

### **GROUND TRANSPORTATION SUPERVISOR DUTIES**

1. Monitor the performance of Ground Transportation Monitors assisting them with operations whenever required.
2. Monitor all forms of Ground Transportation making sure all vehicles are properly staged, reporting any problems to O'Hare Police Detail.
3. Collect all MPEA stamps and tickets collected from the prior shift to make sure stamps have been properly defaced after submission by ground transportation provider.
4. Audit MPEA stamps and tickets collected from the prior shift.
5. Following day fill out Daily Activity Report sheet forwarding information to Monthly Report including the O'Hare Ground Transportation Access Permit Log.
6. Attend all meetings relevant to Ground Transportation as required.
7. Schedule Ground Transportation Monitors as required.
8. Load ticket spitters as required.

**NOTE: Metropolitan Pier Exposition Authority (MPEA) passed an Airport Departure Tax Ordinance to help pay for McCormick Place Expansion. The tax is implemented as described below:**

Taxi and limousine drivers are required to submit a MPEA Airport Departure Tax Stamp to the starter on duty before loading in the terminal lane. MPEA Airport Tax Stamps can be purchased, currently, for \$4.00 per Stamp, sold in sheets of ten Stamps per sheet from various agencies throughout the City of Chicago. Taxi and limousines have a sign on them explaining the Departure Tax and that

the driver can pass the cost to the airport patron.

Buses, etc, are not required to submit an Airport Departure Tax Stamp because an MPEA Tax return is filed with the Revenue Department on passenger loads.

### **GROUND TRANSPORTATION DIRECTOR**

1. Oversees all aspects of Ground Transportation.
2. Schedule and conduct meetings with all Ground Transportation users on a monthly basis.
3. Perform monitor supervisor duties as required.
4. Answer customer of ground transportation user's complaints or comments as required.

### **GROUND TRANSPORTATION AUDIT OPERATIONS PROCEDURES**

Monitor Report must be filled out by starters in the following manner:

1. Starter's name, shift, booth number and date
2. All tickets and forms collected must be counted and recorded during each shift. If any spitter tickets are changed during a shift they must be listed in the comment section as new starting and ending numbers. The last ticket from the old bundle would be the original ending number.
3. Meter counts refer to the starting number of the shift and ending number of the shift.
5. All tickets, pre-arranged taxi and limousine forms must be turned in at the end of your shift with your Monitor Report.
6. List pre-arranged Taxi Total, as they are not listed in the hourly column.
7. "DO NOT" list anything in the RE-CAP section. That section is for office personnel only.

### **SUPERVISOR/OFFICE PERSONNEL RESPONSIBLE REGARDING DAILY ACTIVITY REPORT**

1. All monitor reports must be audited after their shift or as time warrants. Tickets, limousine forms, MPEA stamps, and any other information must be counted or verified.
2. The following day, the Daily Activity Report must be filled out by compiling all Monitor's Report Information into one report. Staple of monitor reports to the Daily Activity report for filing.
3. All Daily Activity report information must be transferred to the Monthly Summary on a "daily basis" including the O'Hare Ground Transportation Access Permit Log. All information must be double checked for accuracy.
4. All spitter tickets that are changed during a monitor's shift must be recorded with a new starting number in the comment section of monitor's report. Machine voids must be labeled M/V's, initialed and then given to the monitor on duty. They must list them in the



comment section. This will assure an accurate ticket count. When completing the daily activity report the new ticket readings must be listed in the comment section.

#### **REGARDING SHORT TRIP TICKET FORMS**

1. Short trip tickets given to starters must be listed on the inventory form. The supervisor or office personnel must verify tickets at the end of the shift.

**Exhibit 1**

**Attachment F**

**GENERAL MAINTENANCE CLEANING – QUALITY STANDARDS**

## Attachment F

### **GENERAL MAINTENANCE CLEANING – QUALITY STANDARDS**

#### Maintaining Quality Cleaning Standards

Achieving a clean facility and keeping it clean requires cooperation and supervision. Because the work is spread out over several surface lots, communication between Managers and attendants it is essential to know that cleanliness of the facility 24 hours a day, 365 days a year. Quality inspection standards must be applied and maintained. Reliable, timely information about the cleanliness condition of the facility must flow throughout the entire organizational structure.

**The Facility Inspection Checklists (Sample Maintenance Schedules (Shift 1 - 6:00 a.m. – 2:00 p.m. and Shift 3 – 10:00 p.m. – 6:00 a.m.)** should be completed by the Parking Manager at least once per day. On a monthly basis, the General Manager should accompany a Manager during the performance of an inspection. All Managers should review a copy of all completed inspection checklists.

#### **Definitions:**

1. **Cleaning:** Cleaning is defined as the complete, detailed housekeeping of an area, including but not limited to sweeping, scrubbing, washing, dust-mopping, and damp and wet mopping or vacuuming entire areas.
2. **Policing:** Policing is defined as the minimum type of housekeeping necessary to help maintain a uniformly acceptable level of cleanliness and appearance between cleanings. Policing includes, spot sweeping, spot scrubbing, dust-mopping, spot vacuuming, pick up litter, spot mopping to remove spills and spoilage, emptying filled waste receptacles, re-supplying and disinfecting washrooms, spot wiping fixtures and gum removal. The materials, tools and equipment used policing are generally the same as are used in cleaning.

### **SURFACE LOT AREAS – ENTRANCE AND EXIT LANES**

**General:** Surface lot area cleaning and maintenance should be accomplished by completing such tasks as policing; spot cleaning, wet mopping, machine sweeping, hand sweeping corners and inlets, between, beneath, in front of and behind parked cars; and vacuuming. The goal of the cleaning program should be to clean the entire facility at least once every week.

Safety warning signs, “wet floor” signs, etc. , should be set up in areas were cleaning and/or wet floors conditions may be a hazard. No dirt or debris should be left in corners, behind curbs beneath parked vehicles or inlets. Gum and other foreign matter should be removed during the policing and cleaning process. Observable dirt and debris beneath, in front of or behind parked vehicles, or other hard to reach areas should be picked up, swept by hand or vacuumed.

#### **Specific Instructions**

1. The entire parking facility should be policed and free of all litter and debris
2. All parking areas should be swept and cleared of all remaining dirt, sand and debris with an automotive machine sweeper.
3. Degreasing and/or cleaning fluids may be dispensed on built-up grease and oil stains located in parking stalls and on entrance and exit lanes.
4. After facility cleaning activities, the parking areas should be sufficiently clean that they, at a minimum, are free of standing water, dirt, debris, and other foreign materials, and present an appearance of overall cleanliness.
5. Standing water should not be left on any floor. It should be removed with a Wet-Vac.
6. Signs, columns, railings, overhead pipes, curbs and fire hose containers should be checked for paint touch-up.
7. The surface of the fire hose containers should be clean and free of stains, spots, streaks, fingerprints and other foreign matter. Dust, dirt and other foreign matter should be cleaned from all ledges and horizontal surfaces.
8. Signage should be inspected for integrity and operation. Any sign found missing or damaged should be reported to the Manager.
9. The surface of all signs should be clean and free of stains, streaks and other foreign substances. Surfaces should be wiped with a rag and cleaner to remove dirt, dust, etc.
10. Light fixtures and illuminated signs throughout the entire facility should be checked for operation. Any lamps or signs that are not lit or illuminated should be reported to the Supervisor.

### **Frequency**

#### **Shift 1:**

1. Policing of the parking areas, exit and entrance lanes should be accomplished at least three (3) times daily.
2. Signs should be cleaned at least once each month on Saturday, Sunday or Monday, or as time permits or other days, or as conditions requires.
3. Cleaning and touch-up paintings of signs, columns, islands, platforms, etc. should be performed once each month of a Saturday, Sunday or Monday, or as time permits on other days or as condition require.

#### **Shift 3:**

1. Each driving aisle in each lot, entrance and exit lanes, should be swept by machine and by hand daily.
2. Each lot, entrance and exit lanes should be cleaned daily.

### **Cashier Booths**

**General:** Cleaning and maintenance of cashier booths should be accomplished by completing such task as policing, spot cleaning, emptying and cleaning trash

receptacles. Wet mopping, sweeping and scrubbing, and/or vacuuming the goal of the cleaning program should be to clean each cashier booth once each day.

1. Extreme caution should be used when washing surface around or in the vicinity of electrical equipment. Water and other liquid solution will cause shocks, and could short circuit the parking/revenue control system.
2. It is the cashier's responsibility to secure all tickets, data records, equipment and cash.

**Specific Instructions:**

1. Floors should be damp mopped with detergent solution and rinsed with a clear solution. Floor surfaces should be free of all dirt, stains, soil and debris.
2. All ashtrays and trash receptacles should be emptied and cleaned with a detergent solution to remove dirt and soil. Trash can liners should be replaced with a fresh liner.
3. Telephone surfaces should be cleaned until they are free of stains, spots, streaks, fingerprints and other foreign matter. Mouth and ear pieces should be sanitized.
4. Glass and other surfaces should be cleaned with a spray cleaner and wiped dry with a clean cloth. Glass surfaces should be free of tape, papers, smudges, fingerprints and dirt spots.
5. Dust, dirt and other foreign matter should be cleared from the fee computer, all edges and horizontal surfaces.
6. Inside and outside walls should be clean and free of watermarks, scratches, dirt, spots, streaks, smudges and other foreign matter.
7. All painted surfaces should be checked for paint touch-up.
8. All lights should be checked. Any lamps that are burned out or broken should be repaired/replaced immediately.

**Frequency**

**Shift 1 (6:00 a.m. – 2:00 p.m.):**

1. The interior of the cashier booth should be policed at least twice each day.
2. Paint touch-up should be accomplished each month (as required) on Saturday, Sunday or Monday, or as time permits on other days or as conditions require.

**Shift 3 (10:00 p.m. – 6:00 a.m.):**

1. The interior of the cashier booths should be cleaned at least once daily.
2. The exterior of the cashier booths should be cleaned at least once each week on a Saturday, Sunday or Monday or as time permits on other days, or as conditions require.

**General:**

1. Cleaning of the office should be accomplished by completing such task as policing, spot

cleaning, emptying and cleaning trash receptacle, wet mopping, sweeping and vacuuming.

2. The goal of the cleaning program should be to clean the office each week.

**Specific Instructions:**

1. Safety warning signs should be set up in areas where cleaning and/or wet floor conditions may be a hazard.
2. Carpets should be swept or vacuumed to be free of dust, dirt and debris.
3. Carpets should be thoroughly cleaned to be free of dust, dirt stains and spots using spot remover or spot shampooing. Remove all residues from shampooing.
4. Uncarpeted floor surfaces should be dusted with a treated dust mop, or wet mopped or spray buffed to be free of all dirt, stains, soil and debris.
5. Dust and dirt should be removed from all horizontal and vertical surfaces using a lightly treated dust cloth.
6. Upholstered furniture should be washed or vacuumed. Spots or stains should be removed with spot remover.
7. All equipment and furniture moved during the cleaning process should be returned to its proper position after cleaning.
8. Dust, dirt and other foreign matter should be cleaned with office equipment, CRT and computer equipment cleaner.

**NOTE: Extreme caution should be used when washing surfaces around or in the vicinity of electrical equipment. Water and other liquid solutions will cause shocks, and could short circuit the parking/revenue control system and computer equipment.**

9. All painted surfaces should be checked for paint touch-up.
10. All ashtrays and trash receptacles should be emptied and cleaned with a detergent solution to remove dirt and soil. Trash can liners should be replaced with a fresh liner.
11. Telephone surfaces should be cleaned until they are free of spots, streaks, smudges, fingerprints and other foreign matter. Mouth and earpieces should be sanitized.
12. Glass and other surfaces should be cleaned with a spray cleaner and wiped dry with a clean cloth. Glass surfaces should be free of tape, papers, smudges, fingerprints and dirt spots.

**Frequency:**

**Shift 1:**

1. The office should be policed daily.
2. Paint touch-up should be accomplished each month (as required) on Saturday, Sunday

or Monday, or as time permits on other days, or as conditions require.

**Shift 3:**

1. The office should be cleaned at least once daily.
2. Uncarpeted floors should be waxed once each week on a Saturday, Sunday or Monday, or as time permits on others days, or as conditions require.
3. Carpets should be shampooed once monthly.

**PARKING EQUIPMENT**

**General:**

1. Extreme Caution must be taken to avoid getting dirt, dust, water, cleaning fluids, or any other foreign matter inside any ticket spitters, gate housings, cash registers, etc.
2. **Surfaces:** Issuing Machines and barrier gates housings and gate arm surfaces should be cleaned until they are free of stains, spots, streaks, smudges, fingerprints, dirt, dust, and other foreign matter.

**Specific Instructions:**

1. Dust and dirt and other foreign matter should be cleaned from all ledges and horizontal surfaces with a cloth and detergent solution.
2. Islands and adjacent entrance/exit lanes should be free of dirt, stains gum and other foreign matter and present an appearance of overall cleanliness.
3. Island should be washed and scrubbed by hand with a wet mop or utility brush and a detergent solution. Lanes adjacent to the island should be degreased, scrubbed and washed thoroughly by machine or by hand.
4. All painted surfaces should be checked for paint touch-up.

**Frequency:**

**Shift 1**

1. Parking Equipment and islands should receive touch-up painting at least once monthly on Saturday, Sunday or Monday, or as time permits on other days, or as conditions require.

**Shift 3:**

1. Parking equipment should be cleaned each day.
2. Island should be cleaned and painted (touch-up) at least once monthly on a Saturday, Sunday or Monday, or as time permits on other days or as conditions require.

**MAINTENANCE EQUIPMENT:**

**Instructions regarding the use, cleaning and maintenance of sweeping machines should be read and understood before an operator attempts to use and/or clean or service the equipment.**

**Sweeper:**

1. Before using a sweeper, the operator should at a minimum:
  - a. Check that fluids (e.g. oil, fuel are adequate).
  - b. Check that the radiator is cleaned of dust and dirt.
  - c. Inspect hoppers and insure that the area is cleaned
  - d. Inspect brushes and tires for fit, wear and proper adjustment
2. After its use, the operator should, at a minimum, empty or clear the hoppers of dust and dirt, hose off the sweeper and inspect the brushes for wear and tear.

**Frequency:**

**Shift 3**

1. The sweeper should be inspected, checked and cleaned daily.



**Exhibit 1**

**Attachment G**

**SAMPLE MAINTENANCE SCHEDULE**

## Attachment G

### Sample Maintenance Schedule – 1st Shift (6:00 a.m. – 2:00 p.m.)

| Area  | Frequency    |                |                 |
|---|--------------|----------------|-----------------|
| <b><u>Elevator Lobbies: (All E/Centers–Levels 1-6)</u></b>        | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Sweep hard surfaces   | X            |                |                 |
| • Sweep and Mop islands and railings                              | X            |                |                 |
| • Mop and disinfect   | X            |                |                 |
| • Empty trash cans  | X            |                |                 |
|   |              |                |                 |
| <b><u>Elevators: (E/Centers #5 &amp; 6)</u></b>                   | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Sweep, mop, and disinfect hard surfaces                         | X            |                |                 |
| • Spot check for fingerprints                                     | X            |                |                 |
|   |              |                |                 |
| <b><u>Offices:</u></b>  | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Vacuum rugs   | X            |                | *X              |
| • Sweep and mop floors  | X            |                |                 |
| • Empty trash cans  | X            |                |                 |
| • Dust surfaces   | X            |                |                 |
| • Wash trash cans as needed                                       |              | X              |                 |
|   |              |                |                 |
| <b><u>Restrooms:</u></b>  | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Wash and sanitize units Sweep and mop floors                    | X            |                |                 |
| • Refill toilet paper, paper towels, and soap dispensers          | X            |                |                 |
| • Empty trash cans  | X            |                |                 |
|   |              |                |                 |
| <b><u>Cashier Booths: (D, E, and F Lot)</u></b>                   | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Sweep and mop   | X            |                |                 |
| • Wipe countertops and equipment                                  | X            |                |                 |
| • Empty trash cans  | X            |                |                 |
| • Clean glass, signage, spites and gates                          | X            |                |                 |
| • Sweep islands   | X            |                |                 |
|   |              |                |                 |
| <b><u>Elevators Center Stairwells: (E/Centers #5 &amp; 6)</u></b> | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Police area for foreign matter and debris                       | X            |                |                 |
| • Sweep and mop   | X            |                |                 |
| • Dust railings   | X            |                |                 |
|   |              |                |                 |
| <b><u>Parking Levels:</u></b>                                     | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Police area for foreign matter and debris                       | X            |                |                 |
| • Sweep and mop   | X            |                |                 |
| • Power sweep and scrub (weekly)*Friday-Sunday                    | X            |                |                 |
|   |              |                |                 |
| <b><u>Lunchroom:</u></b>  | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Sweep, mop, and disinfect hard surfaces                         | X            |                |                 |
| • Wipe vending machines and dust surfaces                         | X            |                |                 |
| • Empty trash cans  | X            |                |                 |
|   |              |                |                 |
| <b><u>Outside B-C/Remote Lots D, E, F G:</u></b>                  | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Police area for foreign matter and debris                       | X            |                |                 |
| • Empty trash cans  | X            |                |                 |
| • Sweep and wipe down bus shelters                                | X            |                |                 |

**Sample Maintenance Schedule – 2<sup>nd</sup> Shift (2:00 p.m. – 10:00 p.m.)**

| Area   | Frequency    |                |                 |
|--|--------------|----------------|-----------------|
| <b><u>Elevator Lobbies: (All E/Centers–Levels 1-6 &amp; E/C #7)</u></b>              | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Sweep hard surfaces  | X            |                |                 |
| • Check Artwork (interior/exterior)  | X            |                |                 |
| • Mop and disinfect  | X            |                |                 |
| • Empty trash cans   | X            |                |                 |
|  |              |                |                 |
| <b><u>Elevators: (E/Centers #3 &amp; 4)</u></b>                                      | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Sweep, mop, and disinfect hard surfaces  | X            |                |                 |
| • Spot check for fingerprints  | X            |                |                 |
|  |              |                |                 |
| <b><u>Offices: (Includes Administrative Offices)</u></b>                             | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Vacuum rugs (*wash rugs weekly)  | X            |                | *X              |
| • Sweep and mop floors   | X            |                |                 |
| • Empty trash cans   | X            |                |                 |
| • Dust surfaces  | X            |                |                 |
| • Wash trash cans as needed  |              | X              |                 |
|  |              |                |                 |
| <b><u>Restrooms:</u></b>   | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Wash and sanitize units  | X            |                |                 |
| • Sweep and mop floors   | X            |                |                 |
| • Refill toilet paper, paper towels, and soap dispensers                             | X            |                |                 |
| • Empty trash cans   | X            |                |                 |
|  |              |                |                 |
| <b><u>Cashier Booths: (D, E, and F Lot)</u></b>                                      | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Sweep and mop  | X            |                |                 |
| • Wipe countertops and equipment   | X            |                |                 |
| • Clean glass, signage, spikes and gates   | X            |                |                 |
| • Sweep islands  | X            |                |                 |
|  |              |                |                 |
| <b><u>Elevators Center Stairwells: (E/Centers 5 &amp; 6 &amp; Garage Office)</u></b> | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Police area for foreign matter and debris  | X            |                |                 |
| • Sweep and mop  | X            |                |                 |
| • Dust railings  | X            |                |                 |
|  |              |                |                 |
| <b><u>Parking Levels:</u></b>  | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Police area for foreign matter and debris  | X            |                |                 |
| • Sweep and mop  | X            |                |                 |
| • Power sweep and scrub (weekly)*Friday-Sunday                                       | X            |                |                 |
|  |              |                |                 |
| <b><u>Lunchroom:</u></b>   | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Sweep, mop, and disinfect hard surfaces  | X            |                |                 |
| • Wipe vending machines and dust surfaces  | X            |                |                 |
| • Empty trash cans   | X            |                |                 |
|  |              |                |                 |
| <b><u>Outside B-C/Remote Lots D, E, F and G:</u></b>                                 | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Police area for foreign matter and debris  | X            |                |                 |
| • Empty trash cans   | X            |                |                 |
| • Sweep and wipe down bus shelters   | X            |                |                 |
|  |              |                |                 |
| <b><u>Customer Service Trailer &amp; Supplemental Offices</u></b>                    | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Sweep and Mop  | X            |                |                 |
| • Dust surface areas   | X            |                |                 |
| • Empty trash cans   | X            |                |                 |
| • Strip & wax floors   |              |                |                 |
| • Buff & refinish floors   | As needed    |                |                 |

|  |  |           |  |  |
|--|--|-----------|--|--|
|  |  | As needed |  |  |
|--|--|-----------|--|--|

**Sample Maintenance Schedule - 3<sup>rd</sup> Shift (10:00 p.m. – 6:00 a.m.)**

| Area  | Frequency    |                |                 |
|---|--------------|----------------|-----------------|
| <b><u>Elevator Lobbies: (All E/Centers–Levels 1-6 - all levels)</u></b> | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Sweep hard surfaces   | X            |                |                 |
| • Sweep and Mop islands and railings                                    | X            |                |                 |
| • Mop and disinfect   | X            |                |                 |
| • Empty trash cans  | X            |                |                 |
|   |              |                |                 |
| <b><u>Elevators: (All E/Centers–Levels 1-6 - all levels)</u></b>        | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Sweep, mop, and disinfect hard surfaces                               | X            |                |                 |
| • Clean walls for fingerprints (inside & out)                           | X            |                |                 |
|   |              |                |                 |
| <b><u>Offices (Excludes Administrative Offices):</u></b>                | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Vacuum rugs (*wash weekly)  | X            |                | *X              |
| • Sweep and mop floors (wax floors as needed)                           | X            |                |                 |
| • Empty trash cans  | X            |                |                 |
| • Wash trash cans as needed   |              | X              |                 |
|   |              |                |                 |
| <b><u>Restrooms:</u></b>  | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Wash and sanitize units including walls                               | X            |                |                 |
| • Sweep and mop floors  | X            |                |                 |
| • Refill toilet paper, paper towels, and soap dispensers                | X            |                |                 |
| • Empty trash cans  | X            |                |                 |
|   |              |                |                 |
| <b><u>Cashier Booths (Main Cashier Plaza &amp; Bridge):</u></b>         | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Sweep, and mop  | X            |                |                 |
| • Wipe countertops and equipment  | X            |                |                 |
| • Empty trash cans  | X            |                |                 |
| • Clean glass, signage, spites and gates                                | X            |                |                 |
| • Sweep islands   | X            |                |                 |
|   |              |                |                 |
| <b><u>Elevators Center Stairwells (Centers 1 &amp; 2):</u></b>          | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Police area for foreign matter and debris                             | X            |                |                 |
| • Sweep and mop   |              |                | X               |
| • Dust railings   |              |                | X               |
|   |              |                |                 |
| <b><u>Parking Levels:</u></b>   | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Police area for foreign matter and debris                             | X            |                |                 |
| • Sweep and mop   |              |                | X               |
| • Power sweep and scrub (Weekly)*Friday-Sunday                          |              |                | X               |
|   |              |                |                 |
| <b><u>Lunchroom:</u></b>  | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Sweep, mop, and disinfect hard surfaces                               | X            |                |                 |
| • Wipe vending machines and dust surfaces                               | X            |                |                 |
| • Empty trash cans  | X            |                |                 |
|   |              |                |                 |
| <b><u>Outside B-C/Remote Lots D, E, F G:</u></b>                        | <b>Daily</b> | <b>Monthly</b> | <b>Sat./Sun</b> |
| • Police area for foreign matter and debris                             | X            |                |                 |
| • Empty trash cans  | X            |                |                 |
| • Sweep and wipe down bus shelters                                      | X            |                |                 |

## Special Projects – Times may vary as to not interfere with operations

| Area  | Frequency |           |          |
|---|-----------|-----------|----------|
| <b>Cashier Booths: All Shifts</b> <ul style="list-style-type: none"> <li>Scrub and mop hard surfaces</li> <li>Wash glass and signage</li> <li>Wash gates and equipment</li> <li>Wipe off equipment</li> </ul>   | Daily     | Monthly   | Sat./Sun |
|   |           | X         |          |
|   |           | X         |          |
|   |           | X         |          |
|   |           | X         |          |
| <b>Elevators Center #7</b> <ul style="list-style-type: none"> <li>Scrub and wax floors</li> <li>Wash glass interior/exterior and dust signage</li> </ul>  | Daily     | Monthly   | Sat./Sun |
|   |           | X         |          |
|   |           | X         |          |
| <b>Bus Shelters: 2<sup>nd</sup> &amp; 3<sup>rd</sup> Shifts</b> <ul style="list-style-type: none"> <li>Wash glass interior/exterior</li> <li>Sweep and power wash islands</li> </ul>  | Daily     | Monthly   | Sat./Sun |
|   |           | X         |          |
|   |           | X         |          |
| <b>Ramps: All Shifts</b> <ul style="list-style-type: none"> <li>Power sweep</li> </ul>  | Daily     | Monthly   | Sat./Sun |
|   | X         |           |          |
| <b>Garage Office: All Shifts</b> <ul style="list-style-type: none"> <li>Wash glass</li> </ul>   | Daily     | Monthly   | Sat./Sun |
|   |           |           | X        |
| <b>Elevators: 1<sup>st</sup> -E/C #1-2 – 2<sup>nd</sup> - E/C #5-6 – 3<sup>rd</sup> - E/C #3-4</b> <ul style="list-style-type: none"> <li>Detailed clean-up</li> <li>Scrub and wax floor as needed</li> <li>Clean elevator tracks</li> </ul>  | Daily     | Monthly   | Sat./Sun |
|   | X         |           |          |
|   |           |           | X        |
|   |           |           | X        |
| <b>Outside Lots: All Shifts</b> <ul style="list-style-type: none"> <li>Power sweep only</li> </ul>  | Daily     | Monthly   | Sat./Sun |
|   |           | X         |          |
| <b>Lobby Glass Doors: 1<sup>st</sup> -E/C #1-2 – 2<sup>nd</sup> - E/C #5-6 – 3<sup>rd</sup> - E/C #3-4</b> <ul style="list-style-type: none"> <li>Wash all glass</li> <li>Empty trash cans</li> </ul>   | Daily     | Monthly   | Sat./Sun |
|   | X         |           |          |
|   | X         |           |          |
| <b>Entrance/Exit Lanes: All Lots</b> <ul style="list-style-type: none"> <li>Degrease oil spots</li> <li>Use scrubber machines in Lots B, C, and Bridge</li> <li>Power Wash Machine – Lots D, E, &amp; G</li> </ul>  | Daily     | Monthly   | Sat./Sun |
|   |           | X         |          |
|   |           | X         |          |
|   |           | X         |          |
| <b>Miscellaneous: All Shifts</b> <ul style="list-style-type: none"> <li>Check Sweeper and Scrubber Machines</li> <li>Scrub and wash down all automatic door matting</li> <li>Clean B rooms(1<sup>st</sup> -E/C #1-2 – 2<sup>nd</sup> - E/C #5-6 – 3<sup>rd</sup> - E/C #3-4)</li> </ul> | Daily     | Monthly   | Sat./Sun |
|   |           |           | X        |
|   |           | X         |          |
|   |           | As Needed |          |

## **EXHIBIT 2**

### **COST PROPOSAL**

## **Exhibit 2**

### **COST PROPOSAL**

- a. The CDA requests a listing of the various personnel, their utilization, and their associated costs in providing the Services specified in this RFP.
- b. Provide an Operating Plan, which is reflective of the specific responsibilities and level of Service required in the Scope of Services.
- c. General, Administration and Miscellaneous services and activities not described elsewhere.
- d. Skilled trades utilization to provide maintenance service
- e. Compliance with Cleaning Specifications.
- f. Name and qualifications of all Subconsultants
- g. Security staffing plan
- h. Provide a detailed Annual Staffing Plan and Budget, which would demonstrate the resources to be deployed by the Consultant on a 24 hours a day, seven days week basis. This plan should provide a complete detail of deployment by shifts displayed as 1, 2 and 3 shifts. Next to each individual list the following information:
  - ii. The title for that individual;
  - iii. The duties for that individual;
  - iv. The hours of work for individual, and
  - v. The hourly rate paid to that individual
- i. Also provide an Organizational Chart indicating Key Personnel, Management Structure and Subconsultants. Describe all responsibilities and services to be provided by members within the Organizational Chart including subconsultants
- j. Except for the Department of Revenue's Per Boot Fixed Unit Price Proposal, the Consultant's cost proposal for the CDA should be formulated in such a form and substance as to reflect a "Cost Plus Fixed Fee" Compensation Plan.
  - vi. The Consultant's Compensation Plan for Services will be the sum of the following:
    - Reimbursement for expenses actually incurred as set forth in the Annual Budget plus
    - A management fee.
  - iii. Reimbursement for Expenses. The Consultant will be reimbursed for expenses actually incurred for each Budget category of service(s) listed in the Scope of Services in this RFP.



A. Cost Proposal Format

|  | Year 1<br>Jan. 1 -<br>Dec. 31 | Year 2<br>Jan. 1 -<br>Dec. 31 | Year 3<br>Jan. 1 -<br>Dec. 31 | Year 4<br>Jan. 1 -<br>Dec. 31 | Year 5<br>Jan. 1 -<br>Dec. 31 | TOTAL          |
|--|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|----------------|
| <b>A. Public Parking<br/>Facility<br/>Management</b>   |                               |                               |                               |                               |                               |                |
| Management Fee:  |                               |                               |                               |                               |                               |                |
| General<br>Management<br>Personnel:<br>-----<br>-----  | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>----- |
| Non-Personnel:   |                               |                               |                               |                               |                               |                |
| Accounting &<br>Auditing<br>Personnel:<br>-----<br>-----   | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>----- |
| Non-Personnel:   |                               |                               |                               |                               |                               |                |
| Parking<br>Attendants,<br>Cashiers &<br>Supervisory<br>Personnel:<br>-----<br>-----              | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>----- |
| Non-Personnel:   |                               |                               |                               |                               |                               |                |
| Security<br>Personnel:<br>-----<br>-----   | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>----- |
| Non-Personnel:   |                               |                               |                               |                               |                               |                |
| Custodial<br>Personnel:<br>-----<br>-----  | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>----- |
| Non-Personnel  |                               |                               |                               |                               |                               |                |
| Maintenance<br>Personnel:<br>-----<br>-----  | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>----- |
| Non-Personnel:   |                               |                               |                               |                               |                               |                |
| Engineering<br>Personnel:<br>-----<br>-----  | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>----- |
| Non-Personnel:   |                               |                               |                               |                               |                               |                |
| Parking<br>Operations<br>Complex   |                               |                               |                               |                               |                               |                |
| Special Services<br>as directed by the<br>Department, (i.e.,<br>valet, frequent<br>parker, etc.) |                               |                               |                               |                               |                               |                |

|   | Year 1<br>Jan. 1 -<br>Dec. 31 | Year 2<br>Jan. 1 -<br>Dec. 31 | Year 3<br>Jan. 1 -<br>Dec. 31 | Year 4<br>Jan. 1 -<br>Dec. 31 | Year 5<br>Jan. 1 -<br>Dec. 31 | TOTAL          |
|---|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|----------------|
| <b>B. Ground<br/>Transportation<br/>Facility<br/>Management</b> |                               |                               |                               |                               |                               |                |
| General Management<br>Personnel:<br>-----<br>-----              | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>----- |
| Non-Personnel:  |                               |                               |                               |                               |                               |                |
| Accounting & Auditing<br>Personnel:<br>-----<br>-----           | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>----- |
| Non-Personnel:  |                               |                               |                               |                               |                               |                |

|   | Year 1<br>Jan. 1 -<br>Dec. 31 | Year 2<br>Jan. 1 -<br>Dec. 31 | Year 3<br>Jan. 1 -<br>Dec. 31 | Year 4<br>Jan. 1 -<br>Dec. 31 | Year 5<br>Jan. 1 -<br>Dec. 31 | TOTAL          |
|---|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|----------------|
| <b>C. PCI Compliance</b>  |                               |                               |                               |                               |                               |                |
| Personnel:<br>-----<br>-----  | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>-----                | -----<br>----- |
| Non-Personnel:  |                               |                               |                               |                               |                               |                |
| PCI Compliance<br>Personnel for Lot G<br>(currently closed to<br>passenger traffic and<br>only open for employee<br>parking.) |                               |                               |                               |                               |                               |                |
| <b>Management fee for<br/>all Parking, Ground<br/>Transportation and<br/>PCI Services</b>                                     |                               |                               |                               |                               |                               |                |
| <b>TOTAL COST<br/>(A + B + C)</b>   | \$_____                       | \$_____                       | \$_____                       | \$_____                       | \$_____                       | \$_____        |

|                               | YEAR 1 | YEAR 2 | YEAR 3 | YEAR 4 | YEAR 5 |
|-------------------------------|--------|--------|--------|--------|--------|
| <b>D. Per Boot Unit Price</b> |        |        |        |        |        |

**\$ \_\_\_\_\_ PER BOOT x 1,800 Estimated Boots per year = \_\_\_\_\_ Estimated Total**

Respondents shall indicate the proposed fully-loaded Per Boot Unit Price above, assuming the average estimated number of boots to be applied per year is 1,800 Boots.

To derive an annualized estimated total dollar value, for comparative purposes only, the City shall multiply the Per Boot Unit Price for each year, by 1,800 Boots per year, then add each year's total to derive a lump sum total for all five years. (NOTE: the estimated number of boots figure of 1,800 is subject to change based on the actual number of boots which may be applied in any given period. Furthermore, the City is not obligated to pay the Consultant for any minimum number of boots to be applied in any given period.)

## **EXHIBIT 3**

### **SPECIAL CONDITION REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT (MBE/WBE Professional Services)**

#### **I. POLICY AND TERMS**

- A. It is the policy of the City of Chicago that Local Businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, the contractor shall not discriminate against any person or business on the basis of race, color, national origin or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

**The Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.**

- B. Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.
- C. Accordingly, the contractor commits to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

**MBE Contract Goal: 25.0**

**WBE Contract Goal: 5.0**

- D. The commitment is met by the contractor's status as an MBE or WBE, or by a joint venture with one or more certified MBEs or WBEs that will perform work on the project, or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the contractor's business (but no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all contracts of such contractor), or by any combination of the foregoing.

**Note: MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both an MBE and WBE shall not be credited more than once against a contractor's MBE or WBE commitment in the performance of the contract.**

- E. As noted above, the contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this contract. However, in determining the manner of MBE/WBE participation, the contractor shall first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract. In appropriate cases, the

Chief Procurement Officer will require the contractor to demonstrate the specific efforts undertaken to involve MBEs and WBEs in direct participation in the performance of this contract.

- F. The contractor also may with prior approval of the Chief Procurement Officer or designee, meet all, or part, of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector projects.

## II. DEFINITIONS

- A. **“Minority Business Enterprise”** or “MBE” means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations.
- B. **“Women Business Enterprise”** or “WBE” means a firm awarded certification as a women-owned and controlled business in accordance with City Ordinances and Regulations.
- C. **“Directory”** means the Directory of Certified “Disadvantaged Business Enterprises,” “Minority Business Enterprises” and “Women Business Enterprises” maintained and published by the Contract Compliance Administrator. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE and WBE firms.
- D. **“Area of Specialty”** means the description of an MBE or WBE firm’s business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm’s claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm’s Area of Specialty. This information is also contained in the Directory. Credit toward this contract’s MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

**NOTICE:** The Department of Procurement Services does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.

- E. **“Joint Venture”** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Contractors may develop joint venture agreements as an instrument to provide participation by MBEs and WBEs in contract work.
- F. **“Contract Compliance Administrator”** means the officer appointed pursuant to Section 2-92-490 of the Municipal Code of Chicago.

## III. JOINT VENTURES

Bidders may develop joint venture agreements as an instrument to provide participation by certified MBEs and WBEs in contract work. A joint venture seeking to be credited for MBE and/or WBE participation may be formed among MBE and/or WBE firms or between an MBE and/or WBE firm and a non-MBE/WBE firm.

A joint venture is eligible for MBE or WBE credit if the MBE/WBE joint venture partner(s) share in the ownership, control and management responsibilities, risks and profits of the joint venture, and are responsible for a clearly defined portion of work to be performed, in proportion with the MBE and/or WBE ownership percentage.

**Notice:** The City requires that, whenever a joint venture is proposed as the prime contractor, each joint venture partner must separately sign the proposal to the City, in the pages captioned, TO BE EXECUTED BY A CORPORATION; TO BE EXECUTED BY A PARTNERSHIP; and/or TO BE EXECUTED BY A SOLE PROPRIETOR, as applicable.

#### **IV. COUNTING MBE/WBE PARTICIPATION TOWARD THE CONTRACT GOALS**

- A. The inclusion of any MBE or WBE in the Contractor's MBE/WBE Utilization Plan shall not conclusively establish the Contractor's right to full MBE/WBE credit for that firm's participation in the contract. Once an MBE or WBE is determined to be eligible in accordance with these rules, the total dollar value of the work awarded to the MBE or WBE may be counted toward the MBE or WBE goal except as indicated below:
- B. The Chief Procurement Officer reserves the right to deny or limit MBE/WBE credit to the contractor where any MBE or WBE is found to be engaged in substantial subcontracting or pass-through activities with others. A contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a clearly defined and distinct element of work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the Chief Procurement Officer shall evaluate the amount of work subcontracted, industry practices, and other relevant factors. The amount of MBE/WBE participation credit shall be based upon an analysis by the Chief Procurement Officer of the specific duties that will be performed by the MBE or WBE. Each MBE/WBE shall be expected to actually perform a substantial (i.e., more than eighty-five percent (85%)) portion of the work contemplated for it by any subcontract or agreement through the use of its own employees and equipment.

Requested information may include, without limitation:

- 1. specific information concerning brokers' fees and/or commissions;
  - 2. intended sub-suppliers or other sources of goods and/or services; and
  - 3. specific financial or other risks to be assumed by the MBE/WBE.
- C. MBEs and WBEs who have been certified as "brokers" shall no longer be considered eligible to participate for any consideration of MBE or WBE credit on contracts awarded by the City in 1993 and thereafter, until further notice.
  - D. A joint venture may count toward its MBE or WBE goal the dollar value of the actual work performed by the MBE and/or WBE joint venture partner with its own resources.

**The Chief Procurement Officer reserves the right to disallow goal credit for all, or any portion, of work performed by an MBE or WBE joint venturer based on evaluations of non-compliance with these Special Conditions or any other City, State and/or Federal regulation.**

#### **V. REGULATIONS GOVERNING REDUCTION OR WAIVER OF MBE/WBE GOALS**

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder or proposer determines that it is unable to meet the MBE and/or WBE goal percentage on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder/proposer's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to

secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

**Bidders/proposers will be considered responsive to the terms and conditions of these Regulations if a waiver request and proof of notification to an assist agency is submitted at the time of bid/proposal opening.** Once the bids have been opened, the lowest responsive and responsible bidder so deemed by the Chief Procurement Officer or authorized designee will have no more than fourteen (14) calendar days to submit to the Department of Procurement complete documentation that adequately addresses the conditions for waiver described herein.

**Proposers responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein. Respondents to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.**

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder/proposer; or re-advertising the bid/proposal. All bidders/proposers are encouraged to submit all required documents at the time of bid opening to expedite the contract award.

#### **A. Direct/Indirect Participation**

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

1. The bidder/proposer has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Direct participation involves subcontracting a portion of the goods/services specifically required in the bid/proposal. Indirect participation is the subcontracting of goods/services not specifically related to the performance of this contract. Documentation must include but is not necessarily limited to:
  - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
  - b. A listing of all MBE/WBE firms contacted that includes:
    - i. Names, address and telephone numbers of MBE/WBE firms solicited;
    - ii. Date and time of contact;
    - iii. Method of contact (written, telephone, facsimile, etc.)
  - c. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
    - i. Project identification and location;



- ii. Classification/commodity of work items for which quotations were sought;
- iii. Date, item and location for acceptance of subcontractor bid proposals;
- iv. Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portion of the work and indicates why negotiations were unsuccessful;
- v. Affirmation that good faith efforts have been demonstrated by choosing subcontracting opportunities likely to achieve MBE/WBE goals by not imposing any limiting conditions which were not mandatory for all subcontractors; or denying the benefits ordinarily conferred on MBE/WBE subcontractors for the type of work that was solicited.

OR

2. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder/proposer must provide the following information:
  - a. A detailed statement of the work identified for MBE/WBE participation for which the bidder/proposer asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
    - i. A listing of all potential subcontractors contacted for a quotation on that work item;
    - ii. Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
  - b. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
    - i. The City's estimate for the work under a specific subcontract;
    - ii. The bidder/proposer's own estimate for the work under the subcontract;
    - iii. An average of the bona fide prices quoted for the subcontract;
    - iv. Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

## **B. Assist Agency Participation**

Every waiver and/or reduction request must include evidence that the bidder/proposer has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community.

The notice requirement of this Section will be satisfied if a bidder/proposer contacts at least one of the associations on Attachment A when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required for any bid/proposal submitted to be deemed responsive on the date of bid opening. If deemed appropriate, the Chief Procurement Officer or Contract Compliance Officer may contact the assist agency for verification of notification.

## **C. Impracticability**

1. If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding

prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

2. The requirements set forth in these Regulations shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Procurement Department administrator, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders/proposers, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

## **VI. PROCEDURE TO DETERMINE BID COMPLIANCE**

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

### **A. Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.**

A Schedule C-1 executed by the MBE/WBE (subcontractor or Joint Venture partner) must be submitted by the bidder/proposer for each MBE/WBE included on their Schedule D-1 and must accurately detail the work to be performed by the MBE/WBE and the agreed rates and prices to be paid.

The bidder must submit a Schedule C-1, with the bid, for each MBE and WBE included on the Schedule D-1. Each Schedule C-1 must accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C-1 must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE. An executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within three (3) business days after the date of the bid opening when a facsimile copy of the Schedule C-1 has been submitted with the bid. Failure to submit a completed Schedule C-1 for each MBE and WBE in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

### **B. Letters of Certification.**

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago must be submitted with the bid/proposal.

All Letters of Certification issued by the City of Chicago include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty.

### **C. Joint Venture Agreements.**

If the bidder's/proposer's MBE/WBE proposal includes the participation of an MBE/WBE as joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement.

#### **D. Schedule D-1: Affidavit of MBE/WBE Goal Implementation Plan**

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm.

Except in cases where the bidder/proposer has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section V. herein, the bidder/proposer must commit to the expenditure of a specific dollar amount of participation and a specific percentage of the total award amount for each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, as percentages of the total estimated usage.

All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the bid opening (see Section VI. A., above), the bidder/proposer may submit a revised Schedule D-1 (executed and notarized) to conform with the Schedule C-1. Except in cases where substantial and documented justification is provided, bidders/proposers will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

### **VII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT**

- A. The Contractor shall, not later than thirty (30) days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements shall be made available to the Chief Procurement Officer upon request.
- B. In the case of one time procurements of supplies with either single or multiple deliveries to be performed in less than one year from the date of contract award, an "MBE/WBE Utilization Report," indicating final MBE and WBE payments shall be submitted directly to the Department of Procurement Services so as to assure receipt either at the same time, or before the using Department receives the contractor's final invoice. Final payments may be held until the Utilization Reports have been received.

**NOTICE: Do not submit invoices with "MBE/WBE Utilization Reports."**

- C. During the term of all other contracts, the contractor shall submit regular "MBE/WBE Utilization Reports," a copy of which is attached. The frequency with which these reports are to be submitted will be determined by the Chief Procurement Officer, but in no case will reports be required less often than on a quarterly basis. In the absence of written notice from the Chief Procurement Officer, the contractor's first "MBE/WBE Utilization Report" will be due ninety (90) days after the date of contract award, and reports will be due quarterly thereafter.
- D. "MBE/WBE Utilization Reports" are to be submitted directly to: Department of Procurement Services, Office of Vendor Relations, City Hall, Room 403, 121 N. LaSalle Street, Chicago, Illinois 60602.

- E. The Contract Compliance Administrator shall be entitled to examine, on five (5) business days notice, the contractor's books and records including without limitation payroll records, tax returns and records, and books of account, to determine whether the contractor is in compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the contract. Such rights are in addition to any other audit inspection rights contained in the contract.

## **VIII. MBE/WBE SUBSTITUTIONS**

Changes by the contractor of the commitments earlier certified in the Schedule D-1 are prohibited. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE/WBE requirements.

The contractor must notify the Chief Procurement Officer immediately in writing of the necessity to reduce or terminate an MBE/WBE subcontract and to utilize a substitute firm for some phase of work. The contractor's notification should include the reason for the substitution request, as well as, the name, address and principal official of the substitute MBE/WBE and the dollar value and scope of work of the subcontract. Attached should be all the requisite MBE/WBE affidavits and documents, as enumerated above in Section VI. above, "Procedure to Determine Bid Compliance."

The City will not approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary for the contractor in order to comply with MBE/WBE contract requirements.

After award of contract, no relief of the MBE/WBE requirements will be granted by the City except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the contractor to locate specific firms, solicit MBE/WBE bids, seek assistance from technical assistance agencies, etc., as outlined above in the section V. above, entitled "Regulations Governing Reductions To or Waiver of MBE/WBE Goals".

## **IX. NON-COMPLIANCE AND DAMAGES**

The following constitutes a material breach of this contract and shall entitle the City to declare a default, terminate the contract and exercise those remedies provided for in the contract, at law or in equity:

- A. failure to satisfy the MBE/WBE percentages required by the contract; and
- B. the contractor or subcontractor is disqualified as an MBE or WBE, and such status was a factor in contract award, and was misrepresented by the contractor.

In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification to the Chief Procurement Officer and/or Contract Compliance Administrator and make every effort to identify and engage a qualified MBE or WBE as its replacement. Furthermore, continued eligibility to enter into future contracting arrangements with the City may be jeopardized as a result of non-compliance. Payments due to the contractor may be withheld until corrective action is taken.

## **X. ARBITRATION**

- A. In the event that a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and an MBE/WBE.
- B. An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitative process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, Section X. A. above, within ten (10) days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- C. All fees of the arbitrator are the initial responsibility of the MBE/WBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorney's and arbitrator fees, as damages to a prevailing MBE/WBE.
- D. The MBE/WBE must send the City a copy of the "Demand for Arbitration" within ten (10) days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

## **XI. RECORD KEEPING**

The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs/WBEs, retaining these records for a period of at least three years after final acceptance of the work. Full access to these records shall be granted to the City of Chicago, Federal or State authorities in this project, the U.S. Department of Justice, or any duly authorized representatives thereof.

## **XII. INFORMATION SOURCES**

Small business guaranteed loans; surety bond guarantees; 8 (a) certification:

**U.S. Small Business Administration**  
500 W. Madison Street, Suite 1250  
Chicago, Illinois 60661  
General Information  
(312) 353-4528

**S.B.A. - Bond Guarantee Program  
Surety Bonds**  
500 West Madison, Suite 1250  
Chicago, Illinois 60661  
Attention: Carole Harris  
(312) 353-4003

**S.B.A. - Procurement Assistance**  
500 West Madison, Suite 1250  
Chicago, Illinois 60661

Attention: Robert P. Murphy, Area Regional Administrator  
(312) 353-7381

Project information and general MBE/WBE information:

**City of Chicago**  
**Department of Procurement**  
**Office of Vendor Relations**  
City Hall - Room 403  
Chicago, Illinois 60602  
Attention: Monica Jimenez  
(312) 744-7655

**City of Chicago**  
**Department of Procurement**  
**Contract Administration Division**  
City Hall - Room 403  
Chicago, Illinois 60602  
Attention: Byron Whittaker  
(312) 744-4926

Directory of Certified Disadvantaged, Minority and Women Business Enterprises:

**City of Chicago**  
**Department of Procurement**  
**Office of Business Development -Certification Unit**  
City Hall - Room 403  
Chicago, Illinois 60602  
Attention: Monica Jimenez  
(312) 744-0845

General Information, Department of Procurement Services: [www.cityofchicago.org/purchasing](http://www.cityofchicago.org/purchasing)

Information on MBE/WBE availability in the manufacturing, sales or supplies, and related fields (direct assistance from 42 regional affiliates located throughout the U.S.):

**National Minority Suppliers**  
**Development Council, Inc.**  
1040 Avenue of the Americas, 2<sup>nd</sup> floor  
New York, New York 10018  
Attention: Harriet R. Michel  
(212) 944-2430

**Chicago Minority Business**  
**Development Council**  
1 East Wacker Drive  
Suite 1200  
Chicago, Illinois 60601  
Attention: Tracye Smith, Executive Director  
Phone #: (312) 755-8880  
Fax #: (312) 755-8890

MBE/WBE Professional Services

## SCHEDULE B: MBE/WBE Affidavit of Joint Venture

All information requested on this schedule must be answered in the spaces provided. Do not refer to your joint venture agreement except to expand on answers provided on this form. If additional space is required, attach additional sheets. **In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of its current Letter of Certification.**

- I. Name of joint venture: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone number of joint venture: \_\_\_\_\_
- II. Email address: \_\_\_\_\_  
Name of non-MBE/WBE venturer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_
- III. Name of MBE/WBE venturer: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_  
Email address: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- V. Attach a copy of the joint venture agreement.
- In order to demonstrate the MBE and/or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital, personnel and equipment and share of the costs of bonding and insurance; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- VI. Ownership of the Joint Venture.
- A. What is the percentage(s) of MBE/WBE ownership of the joint venture?  
MBE/WBE ownership percentage(s) \_\_\_\_\_

Non-MBE/WBE ownership percentage(s) \_\_\_\_\_

- B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other details as applicable):

1. Profit and loss sharing: \_\_\_\_\_
2. Capital contributions:
  - (a) Dollar amounts of initial contribution: \_\_\_\_\_
  - (b) Dollar amounts of anticipated on-going contributions: \_\_\_\_\_
3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Costs of bonding (if required for the performance of the contract): \_\_\_\_\_
6. Costs of insurance (if required for the performance of the contract): \_\_\_\_\_

- C. Provide copies of all written agreements between venturers concerning this project.

- D. Identify each current City of Chicago contract and each contract completed during the past two years by a joint venture of two or more firms participating in this joint venture:

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VII. Control of and Participation in the Joint Venture.

Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. Indicate any limitations to their authority such as dollar limits and co-signatory requirements.:

- A. Joint venture check signing:

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- B. Authority to enter contracts on behalf of the joint venture:

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- C. Signing, co-signing and/or collateralizing loans:

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D. Acquisition of lines of credit:

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E. Acquisition and indemnification of payment and performance bonds:

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F. Negotiating and signing labor agreements:

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G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations: \_\_\_\_\_
2. Major purchases: \_\_\_\_\_
3. Estimating: \_\_\_\_\_
4. Engineering: \_\_\_\_\_

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

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B. Identify the "managing partner," if any, and describe the means and measure of his/her compensation:

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C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

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IX. State the approximate number of operative personnel by trade needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

| Trade | Non-MBE/WBE Firm<br>(Number) | MBE/WBE<br>(Number) | Joint Venture<br>(Number) |
|-------|------------------------------|---------------------|---------------------------|
|       |                              |                     |                           |
|       |                              |                     |                           |
|       |                              |                     |                           |
|       |                              |                     |                           |
|       |                              |                     |                           |



This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

\_\_\_\_\_  
Name of MBE/WBE Partner Firm

\_\_\_\_\_  
Name of Non-MBE/WBE Partner Firm

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Name and Title of Affiant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

On this \_day of \_\_\_\_\_, 20 \_\_\_\_ , the above-signed officers

\_\_\_\_\_  
**(names of affiants)**

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
*Signature of Notary Public*

My Commission Expires: \_\_\_\_\_ (SEAL )

## SCHEDULE C-1 (Non-Construction)

### **MBE/WBE Letter of Intent to Perform as a SUBCONTRACTOR, SUPPLIER OR CONSULTANT**

Project Name: \_\_\_\_\_ Specification Number: \_\_\_\_\_

From: \_\_\_\_\_  
(Name of MBE or WBE Firm)

To: \_\_\_\_\_ and the City of Chicago:  
(Name of Prime Contractor)

The undersigned is prepared to perform the following services or supplies in connection with the above named project/contract. On a separate sheet, fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

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The above described performance is offered for the following price and described terms of payment:

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**SUB-SUBCONTRACTING LEVELS** - A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

\_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non-MBE/WBE contractors.

\_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

**NOTICE:** If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach an explanation and description of the services of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

**NOTICE:** THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Signature of Owner, President or Authorized Agent of MBE or WBE \_\_\_\_\_ Date \_\_\_\_\_

Name /Title (Print) \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

## SCHEDULE D-1

### Affidavit of MBE/WBE Goal Implementation Plan

Project Name: \_\_\_\_\_

Specification No.: \_\_\_\_\_

State of \_\_\_\_\_

County (City) of \_\_\_\_\_

I HEREBY DECLARE AND AFFIRM that I am duly authorized representative of:

\_\_\_\_\_  
Name of Prime Consultant/Contractor

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago (Letters of Certification Attached).

#### I. Direct Participation of MBE/WBE Firms

(Note: The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.)

- A. If bidder/proposer is a certified MBE or WBE firm, attach copy of the City of Chicago Letter of Certification. (Certification of the bidder/proposer as a MBE satisfies the MBE goal only. Certification of the bidder/proposer as a WBE satisfies the WBE goal only.)
- B. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification and a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the joint venture.
- C. MBE/WBE Subcontractors/Suppliers/Consultants:

1. Name of MBE/WBE: \_\_\_\_\_

\_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_

Percent Amount of Participation: \_\_\_\_\_ %

Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \* (see next page)

2. Name of MBE/WBE: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_\*

3. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_\*

4. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_\*

5. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
Dollar Amount Participation: \$ \_\_\_\_\_  
Percent Amount of Participation: \_\_\_\_\_ %  
Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_\*

6. Attach additional sheets as needed

\*All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date.)

## II. Indirect Participation of MBE/WBE Firms

(Note: This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.)

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

A. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Dollar Amount Participation: \$ \_\_\_\_\_  
 Percent Amount of Participation: \_\_\_\_\_ %  
 Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \* (see next page)

B. Name of MBE/WBE: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Dollar Amount Participation: \$ \_\_\_\_\_  
 Percent Amount of Participation: \_\_\_\_\_ %  
 Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*

C. Name of MBE/WBE: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Dollar Amount Participation: \$ \_\_\_\_\_  
 Percent Amount of Participation: \_\_\_\_\_ %  
 Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*

D. Name of MBE/WBE: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Dollar Amount Participation: \$ \_\_\_\_\_  
 Percent Amount of Participation: \_\_\_\_\_ %  
 Schedule C-1 attached? Yes \_\_\_\_\_ No \_\_\_\_\_ \*

E. Attach additional sheets as needed.

\*All Schedule C-1s and Letters of Certification not submitted with bid/proposal must be submitted so as to assure receipt by the Contract Administrator within three (3) business days after bid opening (or proposal due date).

### III. Summary of MBE/WBE Proposal:

#### A. MBE Proposal

##### 1. MBE Direct Participation (from Section I.)

| MBE Firm Name                  | Dollar Amount of Participation | Percent Amount of Participation |
|--------------------------------|--------------------------------|---------------------------------|
| _____                          | \$ _____                       | _____ %                         |
| _____                          | \$ _____                       | _____ %                         |
| _____                          | \$ _____                       | _____ %                         |
| Total Direct MBE Participation | \$ _____                       | _____ %                         |



2. MBE Indirect Participation (from Section II.)

| MBE Firm Name                    | Dollar Amount of Participation | Percent Amount of Participation |
|----------------------------------|--------------------------------|---------------------------------|
| _____                            | \$ _____                       | _____ %                         |
| _____                            | \$ _____                       | _____ %                         |
| _____                            | \$ _____                       | _____ %                         |
| Total Indirect MBE Participation | \$ _____                       | _____ %                         |

B. WBE Proposal

1. WBE Direct Participation (from Section I.)

| WBE Firm Name                  | Dollar Amount of Participation | Percent Amount of Participation |
|--------------------------------|--------------------------------|---------------------------------|
| _____                          | \$ _____                       | _____ %                         |
| _____                          | \$ _____                       | _____ %                         |
| _____                          | \$ _____                       | _____ %                         |
| Total Direct WBE Participation | \$ _____                       | _____ %                         |

2. WBE Indirect Participation (from Section II.)

| WBE Firm Name                    | Dollar Amount of Participation | Percent Amount of Participation |
|----------------------------------|--------------------------------|---------------------------------|
| _____                            | \$ _____                       | _____ %                         |
| _____                            | \$ _____                       | _____ %                         |
| _____                            | \$ _____                       | _____ %                         |
| Total Indirect WBE Participation | \$ _____                       | _____ %                         |

To the best of my knowledge, information and belief, the facts and representations contained in this Schedule are true, and no material facts have been omitted.

The Contractor designates the following person as their MBE/WBE Liaison Officer:

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

I do solemnly declare and affirm under penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the Contractor, to make this affidavit.

\_\_\_\_\_  
Signature of Affiant (Date)

**State of** \_\_\_\_\_

**County of** \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_(date)

by \_\_\_\_\_(name /s of person/s)

**as** \_\_\_\_\_(type of authority, e.g., officer, trustee, etc.)

**of** \_\_\_\_\_(name of party on behalf of whom instrument executed)

\_\_\_\_\_  
Signature of Notary Public

(Seal)

## DBE/MBE/WBE UTILIZATION REPORT

NOTICE: **THIS REPORT IS NOT TO BE COMPLETED AT THE TIME OF BID OR PROPOSAL SUBMISSION.** IF AWARDED A CONTRACT WITH AN APPROVED DBE/MBE/WBE PLAN, THE PRIME CONTRACTOR WILL BE REQUIRED TO SUBMIT THIS REPORT IN ACCORDANCE WITH THE REPORTING REQUIREMENTS STATED IN THE SPECIAL CONDITION REGARDING DISADVANTAGED OR MINORITY AND WOMEN BUSINESS ENTERPRISE COMMITMENT.

Contract Administrator: \_\_\_\_\_

Phone No. \_\_\_\_\_

Specification No. \_\_\_\_\_

Contract No. \_\_\_\_\_

Date of Award: \_\_\_\_\_

Utilization Report No. \_\_\_\_\_

STATE OF: (\_\_\_\_\_)

COUNTY (CITY) OF: (\_\_\_\_\_)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_  
(Title - Print or Type)

and duly authorized representative of \_\_\_\_\_  
(Name of Company - Print or Type)

\_\_\_\_\_  
(Address of Company) (Phone)

and that the following Disadvantaged, Minority and Women Business Enterprises have been contracted with, and have furnished, or are furnishing and preparing materials for, and rendering services stated in the Contract agreement.

The following Schedule accurately reflects the value of each DBE/MBE/WBE sub-agreement and the amounts of money paid to each to date.

| DBE/MBE/WBE<br>Firm Name | Indicate Type of Firm<br>(DBE/MBE/WBE) | Amount of<br>Contract | Amount Paid<br>To-Date |
|--------------------------|--|-----------------------|------------------------|
| _____                    | _____                                  | \$ _____              | _____                  |
| _____                    | _____                                  | \$ _____              | _____                  |
| _____                    | _____                                  | \$ _____              | _____                  |
| _____                    | _____                                  | \$ _____              | _____                  |
| _____                    | _____                                  | \$ _____              | _____                  |
| _____                    | _____                                  | \$ _____              | _____                  |

Amount Billed to City: \$ \_\_\_\_\_

Amount Paid to Prime Contractor: \$ \_\_\_\_\_

**For each DBE/MBE and/or WBE listed on this report, briefly describe the work or goods/services provided in relation to this contract. (Indicate line items, if applicable)**

DBE/MBE/WBE Name

Description of Work/Services and/or Goods Provided

[illegible]

**I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing document are true and correct, and that I am authorized, on behalf of the Contractor, to make this affidavit.**

Name of Contractor: \_\_\_\_\_  
(Print or Type)

Signature: \_\_\_\_\_  
(Signature of affiant)

Name of Affiant: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_

County (City) of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date)

by \_\_\_\_\_ name/s of person/s)

as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.)

of \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
Signature of Notary Public

(Seal)

## **EXHIBIT 4**

### **PROFESSIONAL SERVICES INSURANCE REQUIREMENTS Chicago Department of Aviation Management of Public Parking and Ground Transportation Facilities at Chicago O'Hare International Airport**

The Consultant must provide and maintain at Consultant's own expense or cause to be provided, until Contract completion and during the time period following completion if Consultant is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

#### **I. INSURANCE TO BE PROVIDED**

##### **A. Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease.

##### **B. Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$10,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work or services.

Subcontractors performing work for the Consultant must maintain limits of not less than \$5,000,000 for access to airside and \$1,000,000 for landside with the same terms herein.

##### **C. Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant must provide Automobile Liability Insurance with limits of not less than \$10,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Consultant must maintain limits of not less than \$5,000,000 for access to airside and \$1,000,000 for landside with the same terms herein.

##### **D. Professional Liability**

When any architects, engineers, project/program managers, security professionals, electronic data processing (EDP) professionals including but not limited to system

programmers, hardware and software designers/consultants and any other professional consultants perform work or services in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. EDP coverage must include performance of or failure to perform, EDP performance of or failure to perform, other computer services and failure of software products to perform the function for the purpose intended. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Subcontractors performing professional services or work for the Consultant must maintain limits of not less than \$1,000,000 with the same terms herein.

E. Valuable Papers

When any plans, designs, drawings, media, data, reports, records and others documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

F. Blanket Crime

The Consultant must provide Blanket Crime coverage covering all persons handling funds under this Contract, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit must be written to cover losses in the amount of maximum monies collected, received, on premises and in the possession of the Consultant at any given time.

G. Garage Liability

The Consultant must provide Garage Liability Insurance with limits of not less than \$5,000,000 per occurrence, combined single limit, for bodily injury and property damage. Coverage extensions must include Garage Keepers Legal Liability. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

H. Property

The Consultant is responsible for all loss or damage to City property at full replacement cost that results from the Contract.

The Consultant is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Consultant.

**B. ADDITIONAL REQUIREMENTS**

The Consultant must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 403, 121 North LaSalle Street 60602, Chicago Department of Aviation, 10510 West Zemeke Road, Chicago, IL 60666 original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this

Contract. The Consultant must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Consultant is not a waiver by the City of any requirements for the Consultant to obtain and maintain the specified coverages. The Consultant must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Consultant.

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Consultant in no way limit the Consultant's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Consultant under the Contract.

The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Consultant must require all subcontractors to provide the insurance required herein, or Consultant may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Consultant unless otherwise specified in this Contract.

If Consultant or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.



# INSURANCE CERTIFICATE OF COVERAGE

Named Insured: \_\_\_\_\_  
Address: \_\_\_\_\_  
(Number and Street)  
\_\_\_\_\_  
(City) (State) (ZIP)

Specification #: \_\_\_\_\_  
RFP: \_\_\_\_\_  
Project #: \_\_\_\_\_  
Contract #: \_\_\_\_\_

|                                   |  |
|-----------------------------------|--|
| Description of Operation/Location |  |
|-----------------------------------|--|

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

| Type of Insurance  | Insurer Name | Policy Number | Expiration Date | Limits of Liability<br>All Limits in Thousands   |
|--|--------------|---------------|-----------------|--|
| General Liability<br><input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence<br><input type="checkbox"/> Premise-Operations<br><input type="checkbox"/> Explosion/Collapse Underground<br><input type="checkbox"/> Products/Completed-Operations<br><input type="checkbox"/> Blanket Contractual<br><input type="checkbox"/> Broad Form Property Damage<br><input type="checkbox"/> Independent Contractors<br><input type="checkbox"/> Personal Injury<br><input type="checkbox"/> Pollution |              |               |                 | CSL Per Occurrence    \$ _____<br><br>General Aggregate    \$ _____<br><br>Products/Completed Operations Aggregate    \$ _____ |
| Automobile Liability   |              |               |                 | CSL Per Occurrence    \$ _____   |
| <input type="checkbox"/> Excess Liability<br><input type="checkbox"/> Umbrella Liability   |              |               |                 | Each Occurrence    \$ _____  |
| Worker's Compensation and Employer's Liability   |              |               |                 | Statutory/Illinois Employers Liability    \$ _____   |
| Builders Risk/Course of Construction   |              |               |                 | Amount of Contract   |
| Professional Liability   |              |               |                 | \$ _____   |
| Owner Contractors Protective   |              |               |                 | \$ _____   |
| Other  |              |               |                 | \$ _____   |

- a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

|  |                                    |
|--|------------------------------------|
| Name and Address of Certificate Holder and Recipient of Notice |                                    |
| Certificate Holder/Additional Insured                          | Signature of Authorized Rep. _____ |
|  | Agency/Company: _____              |
| City of Chicago  | Address: _____                     |
| Procurement Department   | Telephone: _____                   |
| 121 N. LaSalle St., #403                                       |                                    |
| Chicago, IL 60602  |                                    |

**For City use only**

Name of City Department requesting certificate: (Using Dept.) \_\_\_\_\_

Address: ZIP Code: Attention:

**EXHIBIT 5**

**ON-LINE ECONOMIC DISLCOSURE STATEMENT AND AFFIDAVIT**

## INSTRUCTIONS FOR COMPLETING ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) ON-LINE

The respondent shall complete an online EDS prior to the bid due date. A respondent who does not file an electronic EDS prior to the bid due date may be found non-responsive and its bid rejected. If you are unable to complete the online EDS and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining the respondent good faith efforts to complete it before the response due date and the reasons why it could not be completed.

### 1.1. **ONLINE EDS FILING REQUIRED PRIOR TO BID OPENING**

The Respondent must complete an online EDS prior to the bid opening date.

A respondent that does not file an electronic EDS prior to the bid opening will be found non-responsive and its proposal will be rejected unless a paper EDS and written justification is submitted with the proposal as explained above.

Paper EDS forms may be obtained on the City's website at:

[http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic\\_disclosurestatementseds.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementseds.html)

### 1.2. **ONLINE EDS WEB LINK**

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

### 1.3. **ONLINE EDS NUMBER**

Upon completion of the online EDS submission process, the Proposer will be provided an EDS number. Respondents should provide this number here:

EDS Number: \_\_\_\_\_

### 1.4. **ONLINE EDS CERTIFICATION OF FILING**

Upon completion of the online submission process, the Proposer will be able to print a hard copy Certificate of Filing. The Proposer should submit the signed Certificate of Filing with its bid. Please insert your Certification of Filing following this page.

A Proposer that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.

### 1.5. **PREPARATION CHECKLIST FOR REGISTRATION**

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

|  |  |
|--|--|
|  | 1. Invitation number, if you were provided an invitation number. |
|  | 2. EDS document from previous years, if available.               |

|  |  |
|--|--|
|  | 3. Email address to correspond with the Online EDS system.   |
|  | 4. Company Information:  |
|  | a. Legal Name  |
|  | b. FEIN/SSN  |
|  | c. City of Chicago Vendor Number, if available.  |
|  | d. Address and phone number information that you would like to appear on your EDS documents.   |
|  | e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company. |

#### 1.6. **PREPARATION CHECKLIST FOR EDS SUBMISSION**

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- \_\_\_\_\_ 1. Invitation number, if you were provided with an invitation number.
- \_\_\_\_\_ 2. Site address that is specific to this EDS.
- \_\_\_\_\_ 3. Contact that is responsible for this EDS.
- \_\_\_\_\_ 4. EDS document from previous years, if available.
- \_\_\_\_\_ 5. Ownership structure, and if applicable, owners' company information:
  - \_\_\_\_\_ a. % of ownership
  - \_\_\_\_\_ b. Legal Name
  - \_\_\_\_\_ c. FEIN/SSN
  - \_\_\_\_\_ d. City of Chicago Vendor Number, if available.
  - \_\_\_\_\_ e. Address
- \_\_\_\_\_ 6. List of directors, officers, titleholders, etc. (if applicable).
- \_\_\_\_\_ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
  - \_\_\_\_\_ a. List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- \_\_\_\_\_ 8. Contract related information (if applicable):
  - \_\_\_\_\_ a. City of Chicago contract package
  - \_\_\_\_\_ b. Cover page of City of Chicago bid/solicitation package
  - \_\_\_\_\_ c. If EDS is related to a mod, then cover page of your current contract

- \_\_\_\_\_ with the City.  
\_\_\_\_\_  
\_\_\_\_\_ 9. List of subcontractors and retained parties:  
\_\_\_\_\_  
\_\_\_\_\_ a. Name  
\_\_\_\_\_ b. Address  
\_\_\_\_\_ c. Fees – Estimated or paid  
\_\_\_\_\_

## 1.7. **EDS FREQUENTLY ASKED QUESTIONS**

### **Q: Where do I file?**

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

### **Q: How do I get help?**

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

### **Q: Why do I have to submit an EDS?**

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all respondents seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

### **Q: Who is the Applicant?**

A: "Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

### **Q: Who is the Disclosing Party?**

A: "Disclosing Party" means any entity or person submitting an EDS. This includes owners and parent companies.

### **Q: What is an entity or legal entity?**

A: "Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

### **Q: What is a person for purposes of the EDS?**

A: "Person" means a human being.

### **Q: Who must submit an EDS?**

A: An EDS must be submitted in any of the following three circumstances:

|                                      |  |
|--------------------------------------|--|
| <b>Applicants:</b>                   | An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.   |
| <b>Entities holding an interest:</b> | Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.  |
| <b>Controlling entities:</b>         | Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf. |

**Q: What information is needed to submit an EDS?**

A: The information contained in the Preparation Checklist for EDS submission.

**Q: I don't have a user ID & password. Can I still submit an Online EDS?**

A: No. You must register and create a user ID and password before submitting an Online EDS.

**Q: What information is needed to request a user ID & password for Online EDS?**

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

**Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?**

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

**Q: I don't have an email address. How do I submit an Online EDS?**

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as www.hotmail.com or www.yahoo.com or mail.google.com to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

**Q: I forgot my user ID. Can I register again?**

A: No. If you are the EDS Captain of your organization, please contact the Department of

Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

**Q: Who is the EDS Captain?**

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

**Q: Why do we need EDS Captains?**

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

**Q: Who is the EDS team?**

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

**Q: I forgot my password. What should I do?**

A: To retrieve a temporary password, click the "Forgot your password?" link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

**Q: How do I complete an Online EDS?**

A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

**Q: How do I fill out a Disclosure of Retained Parties?**

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on "Create New". Answer (click) "Contract" to "Is this EDS for a contract or an EDS information update?" Click "Fill out EDS", and click on the "Retained Parties" tab. When finished, click on "Ready to Submit."

**Q: How do I attach documents?**

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.

**Q: Who can complete an Economic Disclosure Statement online?**

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and

another person can review and electronically sign the Online EDS.

**Q: What are the benefits of filing my Economic Disclosure statement electronically?**

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

**Q: Will my information be secure?**

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the "Online EDS" login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication, only you will have knowledge of this unique identification information.

**Q: I am filing electronically. How do I sign my EDS?**

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

**Q: My address has changed. How can I update my information?**

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration." Select the appropriate site and click edit.

**Q: I have more questions. How can I contact the Department of Procurement Services?**

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

**Q: Can I save a partially complete EDS?**

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

**Q: Do I have to re-type my information each time I submit an EDS?**

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.



**Q: What are the system requirements to use the Online EDS?**

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at [www.adobe.com/products/reader/](http://www.adobe.com/products/reader/)
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally identifiable information, so your privacy is maintained.
- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility

## AFFIDAVIT

\_\_\_\_\_, a(n) \_\_\_\_\_ (the "Affiant"),  
hereby certifies and declares as follows:

1. Neither the Affiant nor any Controlling Person (as defined below) of the Affiant has ever been convicted or in custody, under parole or under any other non-custodial supervision resulting from a conviction in a court of any jurisdiction for the commission of a felony of any kind, or of a criminal offense of whatever degree, involving;

(a) bribery or attempted bribery, or its equivalent under any local, state or federal law, of any public officer or employee of the City of Chicago (the "City") or of any Sister Agency (as defined below); or

(b) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury, dishonesty or deceit, or its equivalent under any local, state or federal law, against the city or any Sister Agency; or

(c) conspiring to engage in any of the acts set forth in items (a) or (b) of this Section 1.

2. Neither the Affiant nor any Controlling Person of the Affiant has made in any civil or criminal proceeding an admission of guilt of any of the conduct set forth in items (a) through (c), inclusive, of Section 1 above, under circumstances where such admission of guilt is a matter of record but has not resulted in criminal prosecution for such conduct.

3. Neither the Affiant nor any Controlling Person of the Affiant is charged with or indicted for any felony or criminal offense set forth in items (a) through (c), inclusive, of Section 1 above. Such ineligibility shall remain in effect until final adjudication is made with respect to such felony or criminal offense.

As used herein, "Controlling Person" shall mean any person who (1) is an officer, director; limited liability company manager, managing member, partner, general partner or limited partner of any business entity; or (2), owns, directly or indirectly through one or more intermediate ownership entities, more than 7.5% of the ownership interest in say business entity; or (3) controls, directly or indirectly through one or more intermediate ownership entities, the day-to-day management of any business entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity under this section, using substantially the same management, ownership or principals as the ineligible entity.

As used herein, "Sister Agency" shall mean (1) the Board of Education of the City of Chicago: (2) Chicago Park District: (3) Chicago Transit Authority: (4) Community College District 508, Cook County, Illinois: (5) Chicago Housing Authority: or (6) the Public Building Commission of Chicago.

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of the Affiant, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate and complete as of the date hereof.

(Print or type name of Affiant)

By:

\_\_\_\_\_  
(Sign here)

\_\_\_\_\_  
(Print or type name of person signing)

\_\_\_\_\_  
(Print or type title of person signing)

Signed and sworn to before me on (date) \_\_\_\_\_, at \_\_\_\_\_ County,  
\_\_\_\_\_ (State).

\_\_\_\_\_  
Notary Public.

Commission expires: \_\_\_\_\_.

## **EXHIBIT 6**

### **SAMPLE PROFESSIONAL SERVICES AGREEMENT**

Specification No.: 97199 / P.O. No.: \_\_\_\_\_

Vendor No.: \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN**

**THE CITY OF CHICAGO  
DEPARTMENT OF AVIATION**

**AND**

---



**FOR**

**MANAGEMENT OF PUBLIC PARKING AND  
GROUND TRANSPORTATION OPERATIONS  
FOR CHICAGO O'HARE INTERNATIONAL AIRPORT**

**RAHM EMANUEL  
MAYOR**

**Jamie L. Rhee  
Chief Procurement Officer**

## TABLE OF CONTENTS

|  |           |
|--|-----------|
| <b>TERMS AND CONDITIONS</b>                                    | <b>3</b>  |
| <b>ARTICLE 1. DEFINITIONS</b>                                  | <b>3</b>  |
| 1.1 Definitions .....  | 3         |
| 1.2 Interpretation .....                                       | 4         |
| 1.3 Order of Precedence of Component Parts .....               | 4         |
| 1.4 Incorporation of Exhibits .....                            | 5         |
| <b>ARTICLE 2. DUTIES AND RESPONSIBILITIES OF CONSULTANT</b>    | <b>5</b>  |
| 2.1 Scope of Services and Time Limits for Performance .....    | 5         |
| 2.2 Deliverables .....   | 5         |
| 2.3 Standard of Performance .....                              | 6         |
| 2.4 Personnel .....  | 6         |
| 2.5 Minority and Women's Business Enterprises Commitment ..... | 7         |
| 2.6 Insurance .....  | 7         |
| 2.7 Indemnification .....                                      | 7         |
| 2.8 Ownership of Documents .....                               | 8         |
| 2.9 Copyright Ownership .....                                  | 8         |
| 2.10 Records and Audits .....                                  | 10        |
| 2.11 Confidentiality .....                                     | 11        |
| 2.12 LEED .....  | 11        |
| 2.13 Assignments and Subcontracts .....                        | 12        |
| 2.14 Subcontractor Payments .....                              | 13        |
| 2.15 Prompt Payment .....                                      | 13        |
| <b>ARTICLE 3. DURATION OF AGREEMENT</b>                        | <b>14</b> |
| 3.1 Term of Performance .....                                  | 14        |
| 3.2 Timeliness of Performance .....                            | 14        |
| 3.3 Agreement Extension Option .....                           | 15        |
| <b>ARTICLE 4. COMPENSATION</b>                                 | <b>15</b> |
| 4.1 Basis of Payment .....                                     | 15        |
| 4.2 Method of Payment .....                                    | 15        |
| 4.3 Funding .....  | 15        |
| 4.4 Non-Appropriation .....                                    | 15        |
| 4.5 Electronic Ordering and Invoices .....                     | 16        |
| <b>ARTICLE 5. DISPUTES</b>                                     | <b>16</b> |
| <b>ARTICLE 6. COMPLIANCE WITH ALL LAWS</b>                     | <b>16</b> |
| 6.1 Compliance with All Laws Generally .....                   | 16        |
| 6.2 Nondiscrimination .....                                    | 17        |
| 6.3 Ineligibility to do Business with the City .....           | 18        |
| 6.4 Disclosure of Ownership Interest in Entities .....         | 18        |
| 6.5 Inspector General and Legislative Inspector General .....  | 18        |
| 6.6 Office of Compliance .....                                 | 18        |
| 6.7 MacBride Ordinance .....                                   | 18        |
| 6.8 Business Relationships with Elected Officials .....        | 19        |
| 6.9 Chicago Living Wage Ordinance .....                        | 19        |
| 6.10 Deemed Inclusion .....                                    | 20        |

|  |           |
|--|-----------|
| 6.11 Prohibition on Certain Contributions – Mayoral Executive Order No. 2011-04.....       | 20        |
| 6.12 Environmental Requirements .....  | 21        |
| 6.13 Federal Terrorist (No-Business) List .....  | 23        |
| 6.14 False Statements .....  | 23        |
| 6.15 Firms Owned or Operated by Individuals with Disabilities.....                         | 24        |
| 6.16 Airport Security, Rules and Regulations .....   | 24        |
| <b>ARTICLE 7. SPECIAL CONDITIONS</b>   | <b>27</b> |
| 7.1 Warranties and Representations .....   | 27        |
| 7.2 Ethics .....   | 28        |
| 7.3 Joint and Several Liability .....  | 28        |
| 7.4 Business Documents.....  | 28        |
| 7.5 Conflicts of Interest.....   | 28        |
| 7.6 Non-Liability of Public Officials .....  | 29        |
| <b>ARTICLE 8. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET</b> | <b>29</b> |
| 8.1 Events of Default Defined .....  | 29        |
| 8.2 Remedies .....   | 30        |
| 8.3 Early Termination .....  | 31        |
| 8.4 Suspension .....   | 32        |
| 8.5 Right to Offset .....  | 32        |
| <b>ARTICLE 9. GENERAL CONDITIONS</b>   | <b>33</b> |
| 9.1 Entire Agreement .....   | 33        |
| 9.2 Counterparts .....   | 34        |
| 9.3 Amendments .....   | 34        |
| 9.4 Governing Law and Jurisdiction.....  | 34        |
| 9.5 Severability.....  | 35        |
| 9.6 Assigns .....  | 35        |
| 9.7 Cooperation.....   | 35        |
| 9.8 Waiver.....  | 35        |
| 9.9 Independent Contractor.....  | 35        |
| <b>ARTICLE 10. NOTICES</b>   | <b>36</b> |
| <b>ARTICLE 11. AUTHORITY</b>   | <b>36</b> |

**EXHIBITS** (Not included with this Sample Agreement)

|            |   |
|------------|---|
| Exhibit 1  | Scope of Services                                   |
| Exhibit 2  | Cost Proposal                                       |
| Exhibit 3  | MBE/WBE Special Conditions and Schedules            |
| Exhibit 4  | Insurance Requirements and Evidence of Insurance    |
| Exhibit 5  | On-Line Economic Disclosure Statement and Affidavit |
| Exhibit 6  | Professional Services Agreement                     |
| Exhibit 7  | Respondent Checklist and Supporting Forms           |
| Exhibit 8  | Project References                                  |
| Exhibit 9  | City of Chicago Travel Guidelines                   |
| Exhibit 10 | Multi-project Labor Agreement                       |

## **PROFESSIONAL SERVICES AGREEMENT**

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2011, by and between \_\_\_\_\_ ("**Consultant**"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Aviation ("**City**"), at Chicago, Illinois.

The City and Consultant agree as follows:

### **TERMS AND CONDITIONS**

#### **Article 1. DEFINITIONS**

##### **1.1 Definitions**

The following words and phrases have the following meanings for purposes of this Agreement:

"**Additional Services**" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Section 2.1 and Exhibit 1, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Department require the approval by the City through a formal amendment pursuant to Section 9.3 of this Agreement before Consultant is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

"**Agreement**" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**Airports**" mean Chicago O'Hare International Airport and Chicago Midway International Airport.

"**Airside**" or "**Airfield**" means, generally, those areas of an Airport beyond the terminals, buildings, and gates where aircraft operate. Airside includes Aircraft Operations Area (AOA), such as runways, taxiways and other areas of the Airport that are used for taxiing, hovering, take-off and landing of Aircraft, including entry and exit from Aircraft loading ramps and parking areas and areas not necessarily under the control of the Air Traffic Control Tower.

"**Business Day**" means any day that all City departments are open and performing business functions.

"**CPO**" means the Chief Procurement Officer of the City of Chicago and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

"**Calendar Day**" means every day shown on the calendar including Saturdays, Sundays and holidays.

"**Commissioner**" means the chief executive of the Department, and any representative authorized in writing to act on the Commissioner's behalf.

"**Department**" means the Department of Aviation.

"**Force Majeure Events**" means events beyond the reasonable control of a party to this Agreement, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages (except for work stoppages resulting from practices of



the Consultant which are the subject of a finding of unfair labor practices by an administrative law judge of the National Labor Relations Board and except further for foreseeable work stoppages for which the Consultant has not reasonably prepared to minimize the harm or loss that is occasioned by such work stoppage);

**"Program"** or **"CIP"** means the capital improvement program for either Airport.

**"Project"** means a project that is part of a Program.

**"Services"** means, collectively, the services, duties and responsibilities described in Article 2 and Exhibit 1 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

**"Subcontractor"** means any person or entity with whom Consultant contracts to provide any part of the Services, and all subcontractors and subconsultants of any tier, including suppliers and material persons, whether or not in privity with Consultant.

## **1.2 Interpretation**

(a) The term **"include"** (in all its forms) means "includes, without limitation" unless the context clearly states otherwise.

(b) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.

(c) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

(d) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not affect the meaning, construction or effect of this Agreement.

(e) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

(f) All references to a number of days mean Calendar Days, unless indicated otherwise.

## **1.3 Order of Precedence of Component Parts**

In the event of any conflict or inconsistency between the terms set forth in Articles 1 through 11 of this Agreement and the terms set forth in the Exhibits, including the Attachments to the Exhibits, the terms contained in Articles 1 through 11 will take precedence over the terms contained in the Exhibits and their Attachments, except to the extent the conflicting or inconsistent terms in the Exhibits or Attachments indicate a more specific or stringent standard or requirement.

Any terms or matters set forth in either Exhibit 1 or Exhibit 2, including the Attachments to the Exhibits, that do not exclusively pertain to defining the Services the Consultant is to perform, the Key Personnel, the time limits for Consultant's performance, the insurance requirements, and the compensation schedule for Consultant are of no effect as to this Agreement.

Regardless of whether the City has purported to approve such non-pertinent terms or matters, they are not binding on the City, except to the extent that they would diminish the City's obligations under this Agreement or increase Consultant's obligations or liabilities under this Agreement.

#### **1.4 Incorporation of Exhibits**

The following attached Exhibits are made a part of this Agreement:

|            |   |
|------------|---|
| Exhibit 1  | Scope of Services                                   |
| Exhibit 2  | Cost Proposal                                       |
| Exhibit 3  | MBE/WBE Special Conditions and Schedules            |
| Exhibit 4  | Insurance Requirements and Evidence of Insurance    |
| Exhibit 5  | On-Line Economic Disclosure Statement and Affidavit |
| Exhibit 6  | Professional Services Agreement                     |
| Exhibit 7  | Respondent Checklist and Supporting Forms           |
| Exhibit 8  | Project References                                  |
| Exhibit 9  | City of Chicago Travel Guidelines                   |
| Exhibit 10 | Multi-project Labor Agreement                       |

### **Article 2. DUTIES AND RESPONSIBILITIES OF CONSULTANT**

#### **2.1 Scope of Services and Time Limits for Performance**

This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement. Consultant must provide the Services in accordance with the standards of performance set forth in Section 2.3. The Services that Consultant must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

#### **2.2 Deliverables**

In carrying out its Services, Consultant must prepare or provide to the City various Deliverables. "Deliverables" include work product, produced by Consultant, including but not limited to written reviews, reports, recommendations, charts, analysis, designs, plans, specifications, drawings, or other similar products.

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement. If the City determines that Consultant has failed to comply with the foregoing standards, the City has 30 days from the discovery to notify Consultant of its failure. If Consultant does not correct the failure within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement under Section 8.1.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the City and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and the City's acceptance of partial or incomplete Deliverables in no way relieves Consultant of its commitments under this Agreement.

## **2.3 Standard of Performance**

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Consultant in the community performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information only, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must provide the City copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Consultant fails to comply with the foregoing standards, Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Consultant of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Consultant either under this Agreement, at law or in equity.

Consultant shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with its Services.

To the extent they exist, the City shall furnish structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over any work, or reasonably requested by Consultant.

In the event Consultant's Services include any remodeling, alteration, or rehabilitation work, City acknowledges that certain design and technical decisions shall be made on assumptions based on available documents and visual observations of existing conditions.

## **2.4 Personnel**

(a) **General.** Consultant must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The level of staffing may be revised from time to time by notice in writing from Consultant to the City with a detailed explanation and/or justification only with prior written consent of the Commissioner, which consent the Commissioner will not withhold unreasonably. The City may also from time to time request that the Consultant adjust staffing levels to reflect workload and level of required Services or Additional Services.

(b) **Key Personnel.** In selecting the Consultant for this Agreement the City relied on the qualifications and experience of those persons identified by Consultant by name as performing the Services ("Key Personnel"). Consultant must not reassign or replace Key Personnel without the written consent of the Commissioner, which consent the Commissioner will not unreasonably withhold. The Commissioner may at any time in writing notify Consultant that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel. Upon that notice Consultant must

immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is acceptable to the Commissioner. Consultant's Key Personnel are identified in Exhibit 6.

(c) **Salaries and Wages.** Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll reductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. The parties acknowledge that this Section 2.4 is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

(d) **Prevailing Wages.** To the extent that laborers, workers or mechanics are utilized to provide Services, Consultant must comply, and must cause all of the subcontractors to comply and insert appropriate provisions in their contract, with 820 ILCS 130/10.01 et seq. regarding the payment of the general prevailing rate of hourly wage for all laborer, workers, and mechanics employed by or on behalf of Consultant and all Subcontractors in connection with any and all Services. Prevailing wages in effect at the time Services are performed apply without need to amend this Agreement.

## **2.5 Minority and Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Municipal Code of Chicago, ch. 2-92, Sections 2-92-420 *et seq.* (1990), except to the extent waived by the Chief Procurement Officer and the Special Conditions Regarding MBE/WBE Commitment set forth in Exhibit 3. Consultant's completed Schedules C-1 and D-1 in Exhibit 3, evidencing its compliance with this requirement, are a part of this Agreement, upon acceptance by the Chief Procurement Officer. Consultant must utilize minority and women's business enterprises at the greater of the amounts listed in those Schedules C-1 and D-1 or the percentages listed in them as applied to all payments received from the City.

## **2.6 Insurance**

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform, or reperform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified in Exhibit 4 of this Agreement, including errors and omissions (professional liability) insurance, insuring all activities, Services, and operations related to this Agreement.

## **2.7 Indemnification**

(a) Consultant must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses (as defined below), including those related to:

- (i) injury, death or damage of or to any person or property;
- (ii) any infringement or violation of any property right (including any patent, trademark or copyright);

(iii) Consultant's failure to perform or cause to be performed Consultant's covenants and obligations as and when required under this Agreement, including Consultant's failure to perform its obligations to any Subcontractor;

(iv) the City's exercise of its rights and remedies under Section 8.2 of this Agreement; and

(v) injuries to or death of any employee of Consultant or any Subcontractor under any workers compensation statute.

(b) **"Losses"** means, individually and collectively, liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments or settlements, to the extent that any or all of which in any way arise out of or relate to Consultant's breach of this Agreement or to Consultant's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Subcontractors or licensees.

(c) At the City Corporation Counsel's option, Consultant must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them. However, the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Consultant of any of its obligations under this Agreement. Any settlement may only be made with the prior written consent of the City Corporation Counsel, if the settlement requires any action or obligation on the part of the City.

(d) To the extent permissible by law, Consultant waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any claim by any employee of Consultant that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

(e) The indemnities in this section survive expiration or termination of this Agreement for matters occurring or arising during the term of this Agreement or as the result of or during Consultant's performance of Services beyond the term. Consultant acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Consultant's duties under this Agreement, including the insurance requirements in Exhibit 4 of this Agreement.

## **2.8 Ownership of Documents**

Except as otherwise agreed to in advance by the Commissioner in writing, all Deliverables, data, findings or information in any form prepared or provided by Consultant or provided by City under this Agreement are property of the City, including (as provided in 2.9 below) all copyrights inherent in them or their preparation. During performance of its Services, Consultant is responsible for any loss or damage to the Deliverables, data, findings or information while in Consultant's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at Consultant's expense. If not restorable, Consultant must bear the cost of replacement and of any loss suffered by the City on account of the destruction. Notwithstanding the foregoing, Consultant shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed to be a transfer of rights, which are not owned by Consultant.

## **2.9 Copyright Ownership**

(a) Consultant and the City intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the City's instance and expense under this Agreement are conclusively considered "**works made for hire**" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 *et seq.*, and that the City will be the sole copyright owner of the Deliverables and of aspects, elements and components of them in which copyright can subsist, and which are owned and transferable by, and of all rights to apply for copyright registration or prosecute any claim of infringement. To the extent that any Deliverable does not qualify as a "work made for hire", Consultant hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyright and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Agreement and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Notwithstanding the foregoing, Consultant shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed as a transfer of rights, which are not owned by Consultant. Consultant shall have no liability or duty whatsoever for any modification or change of the Deliverables or work, without Consultant's direct involvement and consent.

(b) Consultant will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Consultant warrants to the City, its successors and assigns, that, on the date of delivery, except as expressly stated otherwise in writing to the Commissioner or before that date: (a) Consultant will be the lawful owner of good and marketable title in and to the copyrights for the Deliverables it prepared, (b) Consultant will have the legal rights to fully assign the copyrights, (c) Consultant will not assign any copyrights and will not grant any licenses, exclusive or nonexclusive, to any other party (except pursuant to (3) below), (d) Consultant is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables, (e) the Deliverables will be complete, entire and comprehensive within the standard of performance under Section 2.3 of this Agreement, and (f) the Deliverables will constitute works of original authorship. Notwithstanding the foregoing, Consultant shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed as a transfer of rights, which are not owned by Consultant.

(c) **Patents.** If any invention, improvement, or discovery of the Consultant or its Subcontractors is conceived or first actually reduced to practice during performance of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Consultant must notify the City immediately and provide the City a detailed report regarding such invention, improvement, or discovery. If the City or the Federal Government determines that patent protection for such invention, improvement, or discovery should be sought, Consultant agrees to seek patent protection for such invention, improvement, or discovery and to fully cooperate with the City and the Federal Government throughout the patent process. The Consultant must transfer to the City, at no cost, the patent in any invention, improvement, or discovery developed under this Agreement and any patent rights to which the Consultant purchases ownership with funds provided to it under this Agreement.

(d) **Indemnity.** Without limiting any of its other obligations under this Agreement and in addition to any other obligations to indemnify under this Agreement, Consultant must, upon request by the City indemnify, save, and hold harmless the City, the Federal Government and their respective officers, agents, and employees acting within the scope of their original duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Consultant of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any Deliverables furnished under the Agreement. The Consultant is not required to indemnify the City or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the City or Federal Government Standard of Performance. Consultant will have

no liability to the City for losses arising out of any use by or through the City of Deliverables prepared by Consultant pursuant to this Agreement for any project or purpose other than the project or purpose for which they were prepared.

## **2.10 Records and Audits**

### **(a) Records**

(i) Consultant must promptly deliver or cause to be delivered to the City all documents, including all Deliverables prepared for the City under the terms of this Agreement, in accordance with the time limits prescribed in this Agreement, and if no time limit is specified, then upon reasonable demand for them or upon termination or completion of the Services under this Agreement. In the event of the failure by Consultant to make such timely delivery upon demand, Consultant must pay to the City any damages the City may sustain by reason of Consultant's failure.

(ii) Consultant must maintain any such records including Deliverables not delivered to the City or demanded by the City for a period of 5 years after the final payment made in connection with this Agreement. Consultant must not dispose of such documents following the expiration of this period without seeking authorization to dispose of the documents and receiving written approval from the City, utilizing the process for providing Notices established in Article 10.

### **(b) Audits**

(i) Consultant and any of Consultant's Subcontractors must furnish the Department with all information that may be requested pertaining to the performance and cost of the Services. Consultant must maintain records showing actual time devoted and costs incurred. Consultant must keep books, documents, paper, records and accounts in connection with the Services open to audit, inspection, copying, abstracting, and transcription and must make these records available to the City and any other interested governmental agency, at reasonable times during the performance of its Services.

(ii) To the extent that Consultant conducts any business operations separate and apart from the Services required under this Agreement using, for example, personnel, equipment, supplies or facilities also used in connection with this Agreement, then Consultant must maintain and make similarly available to the City detailed records supporting Consultant's allocation to this Agreement of the costs and expenses attributable to any such shared usages.

(iii) Consultant must maintain its books, records, documents and other evidence and adopt accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and to be anticipated to be incurred for or in connection with the performance of this Agreement. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

(iv) No provision in this Agreement granting the City a right of access to records and documents is intended to impair, limit or affect any right of access to such records and documents which the City would have had in the absence of such provisions.

(v) The City may in its sole discretion audit the records of Consultant or its Subcontractors, or both, at any time during the term of this Agreement or within five years after the Agreement ends, in connection with the goods, work, or services provided under this Agreement. Each calendar year or partial calendar year is considered an "audited period". If, as a result of such an audit, it is determined that Consultant or any of its Subcontractors has overcharged the City in the audited period, the City will notify Consultant. Consultant must then promptly reimburse the City for any

amounts the City has paid Consultant due to the overcharges and also some or all of the cost of the audit, as follows:

- A. If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then the Consultant must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;
- B. If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the Agreement prices, of the goods, work, or Services provided in the audited period, then Consultant must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Consultant to reimburse the City in accordance with Section A or B above is an event of default under Section 8.1 of this Agreement, and Consultant will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

## **2.11 Confidentiality**

(a) All Deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Consultant under this Agreement are property of the City and are confidential, except as specifically authorized in this Agreement or as may be required by law. Consultant must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Consultant by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Consultant must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions in this Agreement.

(b) Consultant must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Agreement, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

(c) If Consultant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Consultant's possession by reason of this Agreement, Consultant must immediately give notice to the Commissioner and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records, data or documents are submitted to a court or other third party. Consultant, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

## **2.12 LEED**

As part of the Department's goal to incorporate environmentally sustainable design in building and infrastructure improvements, Consultant is required to provide a Leadership in Energy and Environmental Design ("LEED") accredited professional on its staff to assist with design. In entering into an Agreement with Consultant, the City may rely on Consultant's representation that the individual identified on the Key Personnel List, Exhibit 6 (either one of the Key Personnel listed or additional staff member identified) as a LEED accredited design professional either possesses a current Accredited Professional Certificate issued by the U.S. Green Building Council ("USGBC") or is in the process of being so certified by the USGBC. (It is strongly encouraged by the Department that all participants be LEED Accredited.) If the individual was not yet certified by the USGBC as of the Effective Date (as defined herein), the individual



must be certified no later than 90 days after the Effective date or be replaced with a design professional that is so certified. A copy of the individual's LEED certificate must be provided to the Department upon request. Failure of the Consultant to comply with the foregoing or failure to maintain at all times thereafter at least one design professional with current LEED certification as a Key Personnel will constitute an Event of Default. Consultant must reference the Sustainable Airport Manual<sup>®</sup> (SAM) (available at [www.airportgoinggreen.org/SAM](http://www.airportgoinggreen.org/SAM)), evaluate all available options and make formal recommendations to the Department for approval. Consultant must then implement and oversee the measures approved by the Department. Consultant shall implement best management practices for each project, subject to approval by the City. The manual can also be viewed at the Department office.

## **2.13 Assignments and Subcontracts**

Consultant must not assign, delegate or otherwise transfer all or any part of its rights or obligations under this Agreement or any part of it, unless otherwise provided for in this Agreement or without the express written consent of the Chief Procurement Officer and the Department. The absence of such a provision or written consent voids the attempted assignment, delegation or transfer and is of no effect as to the Services or this Agreement. No approvals given by the Chief Procurement Officer operate to relieve Consultant of any of its obligations or liabilities under this Agreement.

All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Agreement. If any Subcontractor fails to observe or perform the terms and conditions of this Agreement to the satisfaction of the Department, the City has the absolute right upon written notification to immediately rescind approval and to require the performance of this Agreement by Consultant personally or through any other City-approved Subcontractor. Any approval for the use of Subcontractors in the performance of the Services under this Agreement under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement.

Consultant, upon entering into any agreement with a Subcontractor, must furnish upon request of the Chief Procurement Officer or the Department a copy of its agreement. All subcontracts must contain provisions that require the Services be performed in strict accordance with the requirements of this Agreement, provide that the Subcontractors are subject to all the terms and conditions of this Agreement and are subject to the approval of the Department and the Chief Procurement Officer. If the agreements do not prejudice any of the City's rights under this Agreement, such agreements may contain different provisions than are provided in this Agreement with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the Services. This Agreement shall become part of all agreements Consultant enters into with Subcontractors and is deemed included therein by this reference.

Consultant must not transfer or assign any funds or claims due or to become due under this Agreement without the prior written approval of the Chief Procurement Officer. The attempted transfer or assignment of any funds, either in whole or in part, or any interest in them, which are due or to become due to Consultant under this Agreement, without such prior written approval, has no effect upon the City.

Under the Municipal Code of Chicago, ch. 2-92, Section 2-92-245, the Chief Procurement Officer may make direct payments to Subcontractors for Services performed under this Agreement. Any such payment has the same effect as if the City had paid Consultant that amount directly. Such payment by the City to Consultant's Subcontractor under no circumstances operates to relieve Consultant of any of its obligations or liabilities under this Agreement. This section is solely for the benefit of the City and does not grant any third party beneficiary rights.

The City reserves the right to assign or otherwise transfer all or any part of its interests under this Agreement to any successor.

## **2.14 Subcontractor Payments**

Consultant must submit a status report of Subcontractor payments monthly for the duration of the contract on the "Subcontractor Payment Certification" form required by the City. The form can be downloaded from the City's website at [http://egov.cityofchicago.org/webportal/COCWebPortal/COC\\_EDITORIAL/subcompliance\\_2.pdf](http://egov.cityofchicago.org/webportal/COCWebPortal/COC_EDITORIAL/subcompliance_2.pdf). The form must be received by the City with each pay request submitted by the Consultant. The statement must list the following for Consultant and for each Subcontractor and supplier for the period for which payment is requested:

- Total amount invoiced by the Consultant for the prior pay request;
- The name of each particular Subcontractor or supplier utilized during the pay request;
- Indication if the Subcontractor or supplier is acting as an MBE, WBE, or is a non-certified firm on this Agreement;
- The vendor/supplier number of each Subcontractor or supplier;
- Total amount invoiced that is to be paid to each Subcontractor or supplier.

If a Subcontractor has satisfactorily completed its work, or provided specified materials in accordance with the requirements of the Agreement, the Consultant shall pay Subcontractor(s) for such work or materials within 14 days of the Consultant receiving payments from the City.

## **2.15 Prompt Payment**

(a) Consultant must state the requirements of this prompt payment provision in all subcontracts and Purchase Orders. If Consultant fails to incorporate these provisions in all subcontracts and Purchase Orders, the provisions of this Section 2.15 are determined to be incorporated in all subcontracts and Purchase Orders. Consultant and its Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Consultant's participation and that of its Subcontractors on the project.

(b) Consultant must make payment to its Subcontractors within fourteen (14) days of receipt of payment from the City for each monthly invoice, but only if the Subcontractor has satisfactorily completed its Services in accordance with the Agreement and provided Consultant with all of the documents and information required of Consultant. Consultant may delay or postpone payment for a progress payment when the Subcontractor's Services or materials do not comply with the requirements of the Agreement, and Consultant is acting in good faith and not in retaliation for a Subcontractor exercising legal or contractual rights.

(c) Consultant must make a final payment to its Subcontractors within fourteen (14) days after the Subcontractor has satisfactorily completed all of its Services. Consultant may delay or postpone payment if the Subcontractor's Services or materials do not comply with the requirements of the Agreement, Consultant has substantial grounds for and has acted reasonably in making the determination, and Consultant is acting in good faith and not in retaliation for a Subcontractor exercising legal or contractual rights.

(d) Consultant must make payment to Subcontractors so that they receive it within fourteen (14) days of receipt of payment from the City. Payment is deemed received by the Subcontractor at the time of hand delivery by Consultant, or three (3) calendar days after mailing by Consultant.

(e) To the extent feasible, to facilitate the flow of information to Subcontractor, the City will post at the Resident Engineer's office a list of Consultant's payment requests, including the

Subcontractors identified in them, submitted to the City Comptroller for payment and the date of payments made to Consultant by the City.

(f) Consultant must not delay or refuse to timely submit pay requests for a Subcontractor's Services or materials. The City may construe such delay or refusal as Consultant's failure to act in good faith. "Timely", in this context, means within thirty (30) days after the portion of the Subcontractor's Services that the Subcontractor has invoiced have been provided or the materials delivered to the City (or off-site, if the Agreement permits payments for off-site delivery). In addition, Consultant must not delay or postpone payment for any undisputed portion of a Subcontractor's invoice or in connection with claims or disputes involving different pay requests on the same project or different projects.

(g) The City will withhold payment from Consultant when the Commissioner determines that Consultant has not complied with this Section 2.15.

(h) These provisions do not confer any rights in Subcontractors against the City. Nothing in this section is to be construed to limit the rights of and remedies available to the City.

## **2.16 Right of Entry**

Consultant and any of its Subcontractors must use and must cause each of their respective officers, employees, agents and subcontractors to use the highest degree of care when entering upon any property owned by the City in connection with the Services. In the case of any property owned by and/or leased from the City, Consultant and its Subcontractors must comply and must cause each of their respective officers, employees, agents and subcontractors to comply with any and all instructions and requirements for the use of such property. Any and all Losses arising from, by reason of or in connection with any aspect of Consultant's or its Subcontractors' use of City property are subject to the indemnification provisions of this Agreement.

## **Article 3. DURATION OF AGREEMENT**

### **3.1 Term of Performance**

This Agreement takes effect as of \_\_\_\_\_ ("**Effective Date**") and continues until \_\_\_\_\_, or until this Agreement is terminated in accordance with its terms, whichever occurs first.

### **3.2 Timeliness of Performance**

(a) Timely performance of Consultant's Services is required to ensure timely completion of Projects that it will manage, and Consultant must provide the Services and Deliverables within the time limits required for each Project. **TIME IS OF THE ESSENCE and failure of Consultant to comply with the required time limits may result in economic or other Losses to the City.** Consultant will be excused from timely performance to the extent that delays by Force Majeure Events would excuse timely performance.

(b) Neither Consultant nor Consultant's agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

### **3.3 Agreement Extension Option**

At any time before the expiration of this Agreement the City may elect to extend this Agreement by a notice in writing for up to two (2) additional one-year periods to provide for ongoing Services under the same terms and conditions as this original Agreement.

The Chief Procurement Officer may exercise the City's unilateral right to extend this Agreement following the expiration of the current Agreement term for a period of no more than one hundred eighty-one (181) calendar days, for the purpose of providing continuity of service while procuring a replacement Agreement.

The Chief Procurement Officer will give the Consultant notice of the City's intent to exercise this option at any time before the Agreement expires. This extension will be under the same terms and conditions as this original Agreement, by notice in writing to Consultant.

## **Article 4. COMPENSATION**

### **4.1 Basis of Payment**

The City will pay Consultant according to the Schedule of Compensation in the attached Exhibit 2 for the completion of the Services in accordance with this Agreement, including the standard of performance in Section 2.3.

### **4.2 Method of Payment**

Consultant must submit monthly invoices (in triplicate) to the City for labor and other direct costs as billed, as outlined in the Schedule of Compensation in Exhibit 2. The invoices must be in such detail as the City requests. The City will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

The reasonableness, allocability, and allowability of any costs and expenses charged by Consultant under this Agreement will be determined by the Commissioner in his/her sole discretion.

In the event of a dispute between Consultant and the City as to whether any particular charge will be paid, or as to whether the amount of such charge is reasonable, allocable to the Services, or allowable, Consultant must, and the Department may, jointly or individually, refer such dispute to the Chief Procurement Officer for resolution in accordance with the Disputes section of this Agreement.

### **4.3 Funding**

The source of funds for payments under this Agreement is Fund number \_\_\_\_\_. Payments under this Agreement must not exceed \$\_\_\_\_\_ without a written amendment in accordance with Section 9.3.

### **4.4 Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Agreement, then the City will notify Consultant in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Consultant

except that no payments will be made or due to Consultant under this Agreement beyond those amounts appropriated and budgeted by the City to fund payments under this Agreement.

#### **4.5 Electronic Ordering and Invoices**

The Consultant shall cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to catalogs, purchase orders, releases, and invoices. Vendor shall accept electronic purchase orders and releases upon request of the Chief Procurement Officer. Consultant shall provide the City electronic catalogs, copies of invoices and other electronic documents upon request. The electronic ordering and invoice documents shall be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The Chief Procurement Officer reserves the right to change the document format and/or the means of transmission upon written notice to the Consultant. Consultant shall ensure that the essential information, as determined by the Chief Procurement Officer, in the electronic document, corresponds to that information submitted by the vendor in its paper documents. The electronic documents shall be in addition to paper documents required by this Agreement, however, by written notice to the Consultant, the Chief Procurement Officer may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

#### **Article 5. DISPUTES**

Except as otherwise provided in this Agreement, Consultant must and the City may bring any dispute arising under this Agreement which is not resolved by the parties to the Chief Procurement Officer for decision based upon the written submissions of the parties. (A copy of the "Regulations of the Department of Procurement Services for Resolution of Disputes between Consultant's and the City of Chicago" is available in City Hall, Room 301, Bid and Bond Room, 121 N. LaSalle Street, Chicago, Illinois 60602). The Chief Procurement Officer will issue a written decision and send it to the Consultant by mail. The decision of the Chief Procurement Officer is final and binding. The sole and exclusive remedy to challenge the decision of the Chief Procurement Officer is judicial review by means of a common law writ of certiorari.

#### **Article 6. COMPLIANCE WITH ALL LAWS**

##### **6.1 Compliance with All Laws Generally**

(a) Consultant must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances, administrative orders and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 6, and Consultant must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Consultant must require all Subcontractors to do so, also. Further, Consultant has provided Economic Disclosure Statement(s) and Affidavit(s) ("**EDS(s)**") attached to this Agreement as Exhibit 5. Notwithstanding acceptance by the City of the EDS, Consultant's failure in the EDS(s) to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Consultant must promptly update such EDS(s) whenever any information or response provided in the EDS(s) is no longer complete and accurate.

(b) Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

## **6.2 Nondiscrimination**

### **(a) Consultant**

In performing its Services under this Agreement, Consultant must comply with applicable laws prohibiting discrimination against individuals and groups.

#### **(i) Federal Requirements**

In performing its Services under this Agreement, Consultant must not engage in unlawful employment practices, such as (1) failing or refusing to hire or discharging any individual, or otherwise discriminating against any individual with respect to compensation or the terms, conditions, or privileges of the individual's employment, because of the individual's race, color, religion, sex, age, handicap/disability or national origin; or (2) limiting, segregating or classifying Consultant's employees or applicants for employment in any way that would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect the individual's status as an employee, because of the individual's race, color, religion, sex, age, handicap/disability or national origin.

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Civil Rights Act of 1964, 42 U.S.C. sec. 2000e *et seq.* (1981), as amended and the Civil Rights Act of 1991, P.L. 102-166. Attention is called to: Exec. Order No. 11246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000e note, as amended by Exec. Order No. 11375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. " 6101-6106 (1981); Age Discrimination in Employment Act, 29 U.S.C. "621-34; Rehabilitation Act of 1973, 29 U.S.C. " 793-794 (1981); Americans with Disabilities Act, 42 U.S.C. "12101 *et seq.*; 41 C.F.R. Part 60 *et seq.* (1990); and all other applicable federal statutes, regulations and other laws.

#### **(ii) State Requirements**

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* (1990), as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 44 Ill. Admin. Code ' 750 Appendix A. Furthermore, Consultant must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 *et seq.* (1990), as amended, and all other applicable state statutes, regulations and other laws.

#### **(iii) City Requirements**

Consultant must comply with, and the procedures Consultant utilizes and the Services Consultant provides under this Agreement must comply with, the Chicago Human Rights Ordinance, ch. 2-160, Section 2-160-010 *et seq.* of the Municipal Code of Chicago (1990), as amended, and all other applicable City ordinances and rules. Further, Consultant must furnish and must cause each of its Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

### **(b) Subcontractors**

Consultant must incorporate all of this Section 6.2 by reference in all agreements entered into with any suppliers of materials, furnisher of services, Subcontractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Agreement.

### **6.3 *Ineligibility to do Business with the City***

Failure by the Contractor or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-30 of the Municipal Code of Chicago shall be grounds for termination of this Contract.

### **6.4 *Disclosure of Ownership Interest in Entities***

The Consultant will keep disclosure of ownership interests and other information current as required by Section 2-154-020 of the Municipal Code of Chicago

### **6.5 *Inspector General and Legislative Inspector General***

It is the duty of any bidder, proposer or Consultant, all Subcontractors, every applicant for certification of eligibility for a City Agreement or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Consultant, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All subcontracts must inform Subcontractors of the provision and require understanding and compliance with it.

It is the duty of any bidder, proposer, Consultant, all Subcontractors, and every applicant for certification of eligibility for a City Agreement or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Consultant, Subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-55 of the Municipal Code of Chicago. Consultant understands and will abide by all provisions of Chapter 2-55 of the Municipal Code of Chicago. All subcontracts must inform Subcontractors of this provision and require understanding and compliance with it.

### **6.6 *Office of Compliance***

It is the duty of any bidder, proposer, Consultant, all Subcontractors, and every applicant for certification of eligibility for a City Agreement or program, and all officers, directors, agents, partners and employees of any bidder, proposer, consultant or such applicant to cooperate with the Office of Compliance in any investigation or audit pursuant to Chapter 2-26 of the Chicago Municipal Code. The Consultant understands and will abide by all provisions of Chapter 2-26 of the Municipal Code of Chicago. All subcontracts will inform Subcontractors of this provision and require understanding and compliance with it.

### **6.7 *MacBride Ordinance***

The City of Chicago through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the primary Consultant conducts any business operations in Northern Ireland, the Consultant must make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

The provisions of this Section 6.4 do not apply to Agreements for which the City receives funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for

Northern Ireland, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

## **6.8 Business Relationships with Elected Officials**

Pursuant to Section 2-156-030(b) of the Municipal Code of the City of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of Section 2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code of Chicago.

Section 2-156-080 defines a "**business relationship**" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

## **6.9 Chicago Living Wage Ordinance**

(a) Section 2-92-610 of the Municipal Code of Chicago provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers ("**Covered Employees**"). Accordingly, pursuant to Section 2-92-610 and regulations promulgated under it:

(i) If Consultant has 25 or more full-time employees, and

(ii) If at any time during the performance of this Agreement, Consultant and/or any Subcontractor or any other entity that provides any portion of the Services (collectively "**Performing Parties**") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then

(iii) Consultant must pay its Covered Employees, and must assure that all other Performing Parties pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "**Base Wage**") for all Services performed under this Agreement.

(b) Consultant's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the term of this Agreement when the conditions set forth in (a)(i) and (a)(ii) above are met, and will continue until the end of the term of this Agreement.

(c) As of July 1, 2011, the base wage is \$11.18 per hour. Each July 1<sup>st</sup> the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four as published annually by the

*Sample Professional Services Agreement*



U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Agreement, Consultant and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for Services done under this Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then Consultant and all other Performing Parties must pay the prevailing wage rates.

(d) Consultant must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. Consultant agrees to provide the City with documentation acceptable to the Chief Procurement Officer demonstrating that all Covered Employees, whether employed by Consultant or by a Subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit Consultant and/or Subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

(e) Not-for-Profit Corporations: If Consultant is a corporation having federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions of Sections (a) through (d) above do not apply.

#### **6.10 Deemed Inclusion**

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement.

#### **6.11 Prohibition on Certain Contributions – Mayoral Executive Order No. 2011-4**

Consultant agrees that Consultant, any person or entity who directly or indirectly has an ownership or beneficial interest in Consultant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Consultant's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Consultant and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this bid, proposal or Agreement by Consultant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Consultant and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Consultant represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Consultant or the date the Consultant approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Consultant agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Consultant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 05-1.

Consultant agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 05-1 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Consultant violates this provision or Mayoral Executive Order No. 05-1 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Consultant's bid.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Consultant is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (A) they are each other's sole domestic partner, responsible for each other's common welfare; and
  - (B) neither party is married; and
  - (C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
  - (D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
  - (E) two of the following four conditions exist for the partners:
    - 1. The partners have been residing together for at least 12 months.
    - 2. The partners have common or joint ownership of a residence.
    - 3. The partners have at least two of the following arrangements:
      - a. joint ownership of a motor vehicle;
      - b. a joint credit account;
      - c. a joint checking account;
      - d. a lease for a residence identifying both domestic partners as tenants.
4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

## **6.12 Environmental Requirements**

(a) **General.** Consultant recognizes that many Federal, State and City laws imposing environmental and resource conservation requirements may apply to this Agreement. Some, but not all,

of the major laws that may affect the Agreement include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended 42 U.S.C. §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§9601 et seq. Consultant also recognizes that U.S. Environmental Protection Agency, U.S. Department of Transportation, the Illinois Environmental Protection Agency, the City and other government agencies have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect this Agreement. Thus, Consultant must adhere to, and impose on its Subcontractors, any and all such requirements as the Federal, State and City governments may now or in the future promulgate. Requirements of particular concern are listed below. Consultant acknowledges that this list does not constitute Consultant's entire obligation to meet all government environmental and resource conservation requirements. Without limiting Consultant's obligation to impose on its Subcontractors all Federal, State and City requirements (as stated above), Consultant must include the following provisions in all subcontracts.

(b) **Environmental Protection.** Consultant must comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; United States Department of Transportation statutory requirements on environmental matters at 49 U.S.C. §5324(b); Council of Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and United States Department of Transportation regulations, "Environmental Impact and Related Procedures", 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(c) **Air Quality.** Consultant must comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended, 42 U.S.C. §§401 et seq. Specifically, Consultant must comply with applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. Consultant must report and require each Subcontractor to report any violation of these requirements resulting from any activity related to the implementation of this Agreement to the City and the appropriate U.S. EPA Regional Office.

(d) **Clean Water.** Consultant must comply with all applicable standards, orders, or regulations issued under the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§1251 et seq. Consultant must report and require each Subcontractor to report any violation of these requirements resulting from any activity related to the implementation of this Agreement to the City and the appropriate U.S. EPA Regional Office.

(e) **List of Violating Facilities.** Consultant must not use any facility in the performance of this Agreement or benefit any facility through the performance of this Agreement that is listed on the U.S. EPA List of Violating Facilities ("**List**"), and Consultant must promptly notify the City if Consultant receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(f) **Energy Policy and Conservation Act.** To the extent applicable, Consultant must comply with the mandatory standards and policies relating to energy efficiency which are contained in the State of Illinois energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163, 89 Stat. 871.

(g) In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Consultant warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

7-28-390 Dumping on public way;  
7-28-440 Dumping on real estate without permit;  
11-4-1410 Disposal in waters prohibited;  
11-4-1420 Ballast tank, bilge tank or other discharge;  
11-4-1450 Gas manufacturing residue;  
11-4-1500 Treatment and disposal of solid or liquid waste;  
11-4-1530 Compliance with rules and regulations required;  
11-4-1550 Operational requirements;  
11-4-1560 Screening requirements; and  
11-4-1905 Construction or demolition site waste recycling

During the period while this Agreement is executory, Consultant's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit the Consultant's and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Consultant's eligibility for future contract awards.

#### **6.13 Federal Terrorist (No-Business) List**

Consultant warrants and represents that neither Consultant nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation or judgment.

"Affiliate" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Consultant. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

#### **6.14 False Statements**

##### **(a) 1-21-010 False Statements**

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

(b) 1-21-020 Aiding and abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

(c) 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

### **6.15 Firms Owned or Operated by Individuals with Disabilities**

The City encourages Consultants to use Subcontractors that are firms owned or operated by individuals with disabilities, as defined by Section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

### **6.16 Airport Security, Rules and Regulations**

(a) Aviation Security

This Agreement is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 49 CFR 1542 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (*See Airport Security Badges section below.*) Consultant, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("**FAA**"), the Under Secretary of the Transportation Security Administration ("**TSA**"), and the City may deem necessary. Consultant, Subcontractors, their respective employees, invitees and all other persons under the control of Consultant must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Agreement with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

Gates and doors that permit entry into restricted areas at the Airport must be kept locked by Consultant at all times when not in use or under Consultant's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Consultant until the malfunction is remedied.

(b) General Requirements Regarding Airport Operations

Consultant must cooperate fully with the Commissioner and his representatives in all matters pertaining to public safety and airport operation. Whether or not measures are specifically required by this Agreement, Consultant at all times must maintain adequate protection to safeguard aircraft, the public and all persons engaged in the work and must take such precaution as will accomplish such end, without interference with aircraft, the public, or maintenance and operations of the Airport.

Consultant's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, loadways, loading aprons, concourses, holdrooms,  
*Sample Professional Services Agreement*

gates and passenger right-of-ways, are being used for scheduled and unscheduled civilian air transportation. Arrivals and departures are under the control of the FAA control tower(s). Use of the Airport for air transportation takes precedence over all of Consultant's operations. No extra compensation will be allowed for any delays brought about by the operations of the Airport which require that Consultant's work must be interrupted or moved from one part of the work site to another.

If Consultant requires interruption of Airport facilities or utilities in order to perform work, Consultant must notify the Deputy Commissioner in charge of the project at least 5 working days in advance of such time and must obtain the Deputy Commissioner's approval prior to interrupting the service. Interruption of service must be kept to an absolute minimum, and to the extent practicable the work which occasions such interruptions must be performed in stages in order to reduce the time of each interruption. In case of interruptions of electrical services, service must be restored prior to sunset of the same day.

Prior to start of work, Consultant must request the Deputy Commissioner in charge of the project to provide specific requirements and/or instructions which are applicable to the particular work site areas, including but not limited to areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Consultant must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint. Consultant must not permit or allow its employees, Subcontractors, material men, invitees or any other persons over whom Consultant has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Consultant must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with obstruction lights conforming to FAA Advisory Circular 150/5345-43E, Specification of Obstruction Lighting Equipment or any subsequent Advisory Circulars issued by the FAA. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 5 miles. Information on ceiling and visibility may be obtained by Consultant on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and Consultant has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask Consultant to post obstruction lights.

For any work on the airfield, Consultant must furnish aircraft warning flags, colored orange and white, in two sizes, one size two feet by three feet (2' x 3') for hand use, and one size three feet by five feet (3' x 5') in length. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each truck or other piece of equipment of Consultant must have attached to it, in a vertical and clearly visible position, a warning flag of the larger size. Except as otherwise agreed by the Commissioner or his designee, all cranes or booms used for construction work on the airfield must be lowered to ground level and moved 200 feet off the runways, taxiways, and aprons during all hours of darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in this section.

Consultant acknowledges the importance of fully complying with the requirements of this section in order to protect aircraft and human life, on and off the ground. Failure on the part of Consultant to perform the work in accordance with the provisions of this section and to enforce same with regard to all Subcontractors, material men, laborers, invitees and all other persons under Consultant's control, is

grounds for the Chief Procurement Officer to declare an event of default and terminate this Agreement immediately.

(c) Airport Security Badges

Consultant must obtain from the airport badging office Airport Security Badges for any person working at the airport on Consultant's behalf. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive an Airport Security Badge. Additional forms and tests may be required to obtain Airport Driver's Licenses and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, driver's license and appropriate stickers). Consultant is responsible for requesting and completing the form for each person who will be working at the Airport on Consultant's behalf and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. Consultant must make available to the Commissioner, within one day of request, the personnel file of any person who will be working on the project.

In order for a person to have an Airport Security Badge, a criminal history record check ("**CHRC**") conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Driver's Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Consultant will be jointly and severally liable for any fines imposed on any person working on its behalf.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Driver's Licenses must be adhered to:

- All individuals must wear and visibly display their Airport Security Badges on their outer apparel, above the waist, at all times while at the Airport.
- All individuals operating a vehicle on the Aircraft Operations Area ("**AOA**") must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver's License. Each individual operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Driver's Permit.
- All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- Individuals must remain within their assigned areas and haul routes unless otherwise instructed by the Department of Aviation.

Consultant's personnel who function as supervisors, and those that escort Consultant's equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

(d) Confidentiality of Airport Security Data

Consultant acknowledges that information vital to the security of the airport ("Airport Security Data"), including but not limited to Sensitive Security Information as defined by 49 CFR Part 1520, may be prepared, assembled, encountered by, or provided to Consultant in connection with this Contract. Consultant has an ongoing duty to protect confidential information, including but not limited to any Airport Security Data. If Consultant fails to safeguard the confidentiality of Airport Security Data, Consultant is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Consultant, with parties providing material, labor or services in relationship to this Contract, must contain the language of this section. If the Consultant fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

## **Article 7. SPECIAL CONDITIONS**

### **7.1 Warranties and Representations**

In connection with signing and carrying out this Agreement, Consultant:

- (a) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will not perform Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- (b) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- (c) warrants that it will not knowingly use the services of any ineligible Consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- (d) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been deemed by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any Agreement awarded by the City of Chicago;
- (e) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement;
- (f) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection with it, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- (g) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 8.1 and 8.3 of this Agreement.



## **7.2 Ethics**

(a) In addition to the foregoing warranties and representations, Consultant warrants that:

(i) no officer, agent or employee of the City is employed by Consultant or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics established under the Municipal Code of Chicago (Chapter 2-156).

(ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Consultant or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

(b) Consultant further acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 is voidable as to the City.

## **7.3 Joint and Several Liability**

If Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

## **7.4 Business Documents**

At the request of the City, Consultant must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

## **7.5 Conflicts of Interest**

(a) No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

(b) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or Agreement that would conflict in any manner or degree with the performance of its Services under this Agreement.

(c) Upon the request of the City, Consultant must disclose to the City its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the City on applications or other documents submitted to the City by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the City.

(d) Without limiting the foregoing, if the Consulting Parties assist the City in researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards.

The Consulting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

(e) Consultant further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as described in Section 2.11 of this Agreement. If the City, by the Commissioner in his reasonable judgment, determines that any of Consultant's Services for others conflict with the Services Consultant is to render for the City under this Agreement, Consultant must terminate such other services immediately upon request of the City.

(f) Furthermore, if any federal funds are to be used to compensate or reimburse Consultant under this Agreement, Consultant represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal Year 1990, 31 U.S.C. ' 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Consultant must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

## **7.6 Non-Liability of Public Officials**

Consultant and any assignee or Subcontractor of Consultant must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Agreement or because of the City's execution, attempted execution or any breach of this Agreement.

## **Article 8. EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET**

### **8.1 Events of Default Defined**

The following constitute events of default:

- (a) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the City.
- (b) Consultant's material failure to perform any of its obligations under this Agreement including the following:
  - (i) Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services
  - (ii) Failure to have and maintain all professional licenses required by law to perform the Services;
  - (iii) Failure to timely perform the Services;
  - (iv) Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

- (v) Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
  - (vi) Discontinuance of the Services for reasons within Consultant's reasonable control;
  - (vii) Failure to comply with Section 6.1 in the performance of the Agreement;
  - (viii) Failure to update promptly, as required by Section 6.1(a), EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate;
  - (ix) Failure to comply with any other term of this Agreement, including the provisions concerning insurance and nondiscrimination; and
  - (x) Any other acts or omissions specifically stated in this Agreement as constituting an event of default.
- (c) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
  - (d) Consultant's default under any other agreement it may presently have or may enter into with the City during the life of this Agreement. Consultant acknowledges and agrees that in the event of a default under this Agreement the City may also declare a default under any such other agreements.
  - (e) Consultant's repeated or continued violations of City ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for City laws and regulations.

## **8.2 Remedies**

### **(a) Notices.**

(i) The occurrence of any event of default permits the City, at the City's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

(ii) The Chief Procurement Officer will give Consultant written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the Chief Procurement Officer decides not to terminate, this decision will not preclude him from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 8.2 and Article 10, Consultant must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

- (b) Exercise of Remedies. After giving a Default Notice, the City may invoke any or all of the following remedies:
  - (i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the City would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the City as agent for Consultant under this Section 8.2;
  - (ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the City;
  - (iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
  - (iv) The right to money damages;
  - (v) The right to withhold all or any part of Consultant's compensation under this Agreement;
  - (vi) The right to deem Consultant non-responsible in future contracts to be awarded by the City.
- (c) City's Reservation of Rights. If the Chief Procurement Officer considers it to be in the City's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights.
- (d) Non-Exclusivity of Remedies. The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

### **8.3 Early Termination**

- (a) In addition to termination under Sections 8.1 and 8.2 of this Agreement, the City may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the City to Consultant. The City will give notice to Consultant in accordance with the provisions of Article 10. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the City effective 10 days after the date the notice is considered received as provided under Article 10 of this Agreement (if no date is given) or upon the effective date stated in the notice.

(b) After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 4, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The City and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 5 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

(c) Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Consultant or the City.

(d) If the City's election to terminate this Agreement for default under Sections 8.1 and 8.2 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 8.3.

#### **8.4 Suspension**

The City may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or in the event of emergency, upon informal oral, or even no notice. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 4 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one calendar year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice to the City may treat the suspension as an early termination of this Agreement under Section 8.3.

#### **8.5 Right to Offset**

(a) In connection with performance under this Agreement:

The City may offset any excess costs incurred:

- (i) if the City terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- (ii) if the City exercises any of its remedies under Section 8.2 of this Agreement; or
- (iii) if the City has any credits due or has made any overpayments under this Agreement.

The City may offset these excess costs by use of any payment due for Services completed before the City terminated this Agreement or before the City exercised any remedies. If the amount

offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

(b) In connection with Section 2-92-380 of the Municipal Code of Chicago:

(i) and in addition to any other rights and remedies (including any of set-off) available to the City under this Agreement or permitted at law or in equity, the City is entitled to set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by Consultant to the City. For purposes of this Section 8.5, "**outstanding parking violation complaint**" means a parking ticket, notice of parking violation or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "**Debt**" means a specified sum of money owed to the City for which the period granted for payment has expired.

(ii) notwithstanding the provisions of subsection 8.5(b)(i) above, no such debt(s) or outstanding parking violation complaint(s) will be offset from the price or compensation due under this Agreement if one or more of the following conditions are met:

- A. Consultant has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and/or debts owed to the City and Consultant is in compliance with the agreement; or
- B. Consultant is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
- C. Consultant has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

(c) In connection with any liquidated or unliquidated claims against Consultant:

Without breaching this Agreement, the City may set off a portion of the price or compensation due under this Agreement in an amount equal to the amount of any liquidated or unliquidated claims that the City has against Consultant unrelated to this Agreement. When the City's claims against Consultant are finally adjudicated in a court of competent jurisdiction or otherwise resolved, the City will reimburse Consultant to the extent of the amount the City has offset against this Agreement inconsistently with such determination or resolution.

## **Article 9. GENERAL CONDITIONS**

### **9.1 Entire Agreement**

(a) **General**

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other terms, conditions, warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not addressed in this Agreement.

(b) **No Collateral Agreements**

Consultant acknowledges that, except only for those representations, statements or promises contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the City, its officials, agents or employees, has induced Consultant to enter into this Agreement or has been relied upon by Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

**(c) No Omissions**

Consultant acknowledges that Consultant was given ample opportunity and time and was requested by the City to review thoroughly all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

**9.2 Counterparts**

This Agreement may be comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect

**9.3 Amendments**

Except as provided in Section 3.3 of this Agreement, no changes, amendments, modifications or discharge of this Agreement, or any part of it are valid unless in writing and signed by the authorized agent of Consultant and by the Mayor, Commissioner, and Chief Procurement Officer of the City or their respective successors and assigns. The City incurs no liability for Additional Services without a written amendment to this Agreement under this Section 9.3.

Whenever in this Agreement Consultant is required to obtain prior written approval, the effect of any approval that may be granted pursuant to Consultant's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

**9.4 Governing Law and Jurisdiction**

This Agreement is governed as to performance and interpretation in accordance with the laws of the State of Illinois.

Consultant irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Consultant may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained

by Consultant, or by personal delivery on any officer, director, or managing or general agent of Consultant. If any action is brought by Consultant against the City concerning this Agreement, the action must be brought only in those courts located within the County of Cook, State of Illinois.

### **9.5 Severability**

If any provision of this Agreement is held or deemed to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

### **9.6 Assigns**

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns

### **9.7 Cooperation**

Consultant must at all times cooperate fully with the City and act in the City's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Consultant must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

### **9.8 Waiver**

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the City by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the City's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the City may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

### **9.9 Independent Consultant**

(a) This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Consultant and the City. The rights and the obligations of the parties are only those set forth in this Agreement. Consultant must perform under this Agreement as an independent Consultant and not as a representative, employee, agent, or partner of the City.

This Agreement is between the City and an independent Consultant and, if Consultant is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:



(i) The City will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Consultant performing the Services required under this Agreement.

(ii) Consultant is not entitled to membership in the City of Chicago Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City of Chicago.

(iii) The City of Chicago is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Consultant.

#### **Article 10. NOTICES**

Notices provided for in this Agreement, unless provided for otherwise in this Agreement, must be given in writing and may be delivered personally or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed as follows:

If to the City:                      Department of Aviation  
10510 West Zemke Road, 2nd Floor  
Chicago, Illinois 60666  
Attention: Commissioner

And                                      Department of Procurement Services  
Room 403, City Hall  
121 N. LaSalle Street  
Chicago, Illinois 60602  
Attention: Chief Procurement Officer

With Copy to:                      Department of Law  
Room 600, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Corporation Counsel

Department of Finance and Department of Revenue  
Room 107, City Hall  
121 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Comptroller and Director of Revenue

If to Consultant:

With Copy to:

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 10. Notices delivered by mail are considered received three days after mailing in accordance with this Article 10. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

#### **Article 11. AUTHORITY**

Execution of this Agreement by Consultant is authorized by a resolution of its board of directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

*[Signature page follows.]*

**SIGNATURE PAGE**

**SIGNED at Chicago, Illinois:**

CITY OF CHICAGO

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Comptroller

\_\_\_\_\_  
Chief Procurement Officer

Recommended By:

\_\_\_\_\_  
Commissioner

CONSULTANT: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date) by \_\_\_\_\_  
(name/s of person/s) as \_\_\_\_\_ (type of authority, e.g., officer, trustee, etc.) of \_\_\_\_\_  
\_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
(Signature of Notary Public)



## **EXHIBIT 7**

### **SUBMITTAL CHECKLIST**

#### **MANAGEMENT OF PUBLIC PARKING AND GROUND TRANSPORTATION FACILITIES AT CHICAGO O'HARE INTERNATIONAL AIRPORT**

##### **Required Content**

- ☐ Cover Letter
- ☐ Executive Summary
- ☐ Respondent's Plan for Implementing the Services
- ☐ Respondent's Professional Qualifications and Specialized Experience
- ☐ Professional Qualifications, Specialized Experience and Local Availability of Key Staff Committed to this Project
  - ☐ Key Personnel
  - ☐ Key Staff Resumes
- ☐ Schedule of Compensation
- ☐ M/WBE Commitment – SUMMARY
  - ☐ Schedule C-1
  - ☐ Schedule D-1
  - ☐ Schedule B and JV agreement if appropriate
- ☐ Legal Actions
- ☐ Financial Statements
- ☐ On-Line Economic Disclosure Statement and Affidavit
- ☐ Insurance

## **EXHIBIT 8**

### **PROJECT REFERENCE FORM**

Respondent must provide comprehensive information for at least five (5) projects of similar type, scope and magnitude as required pursuant to this RFP. If any of these projects can be reviewed on-line, please provide the URL for such project. Respondent must provide detail about each project referenced, including a brief description of the project, the date on which the project was performed and completed, the location of the project, the nature and extent of Respondent's involvement in the project, the total dollar value of the project, the Key Staff involved and their roles in the project, and three (3) client references for the project(s). The Respondent must be able to demonstrate completion of the projects identified. Experience will not be considered unless complete reference data is provided (name, position, phone number and e-mail address).

#### **REFERENCES:**

##### **Project Description:**

**Date of Performance:** \_\_\_\_\_

**Date of Completion:** \_\_\_\_\_

**Project Location:** \_\_\_\_\_

**Respondent's Involvement in Project:**

**Dollar Value of Project:** \_\_\_\_\_

**Key Staff Involved and Role in Project:**

##### **Client References (provide three):**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **E-Mail:** \_\_\_\_\_

## **EXHIBIT 9**

### **CITY OF CHICAGO TRAVEL GUIDELINES**

Such amount of compensation shall be inclusive of all direct and indirect costs, expenses, and profits of the Consultant in performing the Services when required and approved by the Commissioner.

#### **The City of Chicago Travel Guidelines are issued by:**

City of Chicago  
Office of Budget and Management  
City Hall, Room 604  
121 North LaSalle  
Chicago, Illinois 60602

**Effective April 2008**

#### **1. City of Chicago Travel Policy**

The City of Chicago Travel Policy consists of guidelines and procedures for current and prospective City employees and Consultants who travel on behalf and for the benefit of the City. This policy is administered by the Office of Budget and Management (OBM).

This policy:

- Is not intended to cover routine local travel related to the performance of an employee's regular job duties. Rather, this policy is intended for out of town travel or travel to Chicago from another city.
- Applies to all City departments, employees and Consultants regardless of funding sources (i.e. grants).
- Requires that all employees secure the most economical means of travel, including cost, travel time and work requirements.
- Will be strictly enforced. Any deviation from these guidelines must be justified in writing and approved by the Budget Director prior to travel.

The City is not obligated to reimburse any employee, Consultant or representative of the City for travel expenses which were not previously approved by OBM.

When an individual is required to travel on behalf and for the benefit of the City, the employee is expected to exercise good judgment in managing travel costs and make every effort to secure the most economical travel arrangements available at that time.

For purposes of this policy, the Chicago metropolitan area is defined as Cook, DuPage, Will, Lake and McHenry counties

#### **2. General Approval**

##### **A. General Requirements**

The City recognizes the following activities as appropriate for travel purposes:

- Delivery of legislative testimony
- As a stipulation or condition of grant funding or otherwise required for state or federal certification
- Presentation on behalf of the City at a conference or seminar
- Financial or tax audit
- Site visits or operational evaluations related to departmental improvement efforts
- Court proceedings or case preparation
- Attendance at conferences, meetings, seminars or training sessions for which:
  - the topic is of critical interest to the City;
  - representation at the event is in the best interest of the City, and
  - the topic is related to an employee's professional development.

Before planning out-of-town travel, every effort should be made to identify local options for comparable conferences, meetings, seminars or training sessions.

**B. Limits on Participants**

Attendance at conferences, meetings, seminars or training sessions held outside the Chicago metropolitan area is limited to two employees from any one department unless otherwise approved by OBM. City of Chicago

**C. Travel Approval Procedure**

- All travel arrangements are to be secured through the City's designated travel management agency, Corporate Travel Management Group (CTMG).
- All travel outside the Chicago metropolitan area requires approval from OBM.
- Complete original Travel Request Form and support documentation must be approved by the appropriate department head and submitted to OBM no later than seven (7) business days prior to the date of travel.
- In emergency situations in which there are fewer than seven (7) business days prior to a proposed trip, the Travel Request Form may be faxed to the requesting department's budget analyst at (312) 744-3618.
- The City is not obligated to reimburse employees for travel expenses which were not previously approved by OBM.
- A Travel Expense Report must be accurately and clearly completed and submitted with all receipts in order to obtain reimbursement for travel expenses.
- If there is a disputed reimbursement, a representative from the Comptroller's Office will contact the department to resolve the outstanding matter. If it is not resolved in a timely manner, the undisputed portion will be reimbursed along with an explanation and instructions to resolve the outstanding amount.
- All expenses incurred while traveling will be charged to Account 0245.
- No petty cash reimbursements are allowed.
- No cash advances will be provided.

**D. Travel Outside the Continental United States**

- All requests for City travel outside the continental U.S. must be submitted to OBM fourteen (14) business days prior to travel. OBM will seek approval from the Mayor's Chief of Staff and will notify the department of approval or denial.
- Travelers should convert all foreign expenses to U.S. currency prior to submitting a Travel Expense Report. Official documentation of the exchange rate at the time of travel (i.e. bank receipt) must accompany all original receipts.

**3. Reimbursable Travel Expenses**

**A. Business Related Expenses**



- Business-related expenses incurred while on City business may be reimbursed at the discretion of the department head. Following are examples of acceptable reimbursable business expenses:
  - Photocopying
  - Sending or receiving faxes
  - Express mail services
  - Internet connections
- Original receipts must be provided for reimbursement.

## **B. Transportation**

- City-owned Vehicles
  - Employees traveling on City business in a City-owned vehicle are entitled to reimbursement for gas, parking and toll expenses but not the standard “per mile” reimbursement.
  - Original receipts must be provided for all expenses.
  - Travel in a City-owned vehicle outside the Chicago metropolitan area (see p. 7) requires prior approval from OBM.
  - Employees are responsible for all fines related to parking or moving violations issued while traveling on City business.
  - Refer to the City of Chicago vehicle policy for other rules and regulations regarding the use of City-owned vehicles.
- Personal Vehicles
  - Employees may use personal vehicles for business travel within a 300-mile radius of Chicago.
  - Employees will be reimbursed at the rate stated in the Annual Appropriation Ordinance or applicable collective bargaining agreement, but in no event will the reimbursement exceed the cost of coach airfare.
  - “Per mile” reimbursement includes the cost of gas, oil and general maintenance.
  - Parking and toll expenses will be reimbursed separately with original receipts.
  - Employee must carry liability and property damage insurance for business use of his or her vehicle and submit a copy of these insurance policies to the appropriate personnel within his or her department.
  - Employees are responsible for all fines related to parking or moving violations issued while traveling on City business. Absolutely no exceptions will be made.
- Car Rental
  - Car rental is a reimbursable expense only when there is no other transportation available or the distance between lodging and/or meeting site(s) makes public transportation, taxi or other mode of transportation impractical.
  - Car rental will not be approved for travel within the Chicago metropolitan area. City pool cars or I-Go cars should be reserved for such travel.
  - The compact car rental rate will be reimbursed unless the need for a larger car can be justified.
  - Daily rental rates, taxes, surcharges, gas, car rental insurance and oil expenses are considered reimbursable items.
  - Only one car rental will be allowed per trip.
  - Employees are responsible for all fines related to parking or moving violations issued while traveling on City business. Absolutely no exceptions will be made.
  - Original receipts are required for reimbursement.
- Common Carrier (Air, Train, Bus)
  - To take advantage of any available discount fares, all reservations and ticket purchases should be made as far in advance as possible.
  - First-class travel is prohibited.
  - Electronic tickets are the only acceptable delivery method of tickets unless this option is not available. The City’s travel agency will advise.

- Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to OBM approval.
- The lowest priced airfare often requires a Saturday night stay. The City of Chicago Travel Policy does not require or suggest that an employee include a Saturday stay in their itinerary in order to take advantage of these lower fares. However, an employee may choose to stay over a Saturday night if the difference between the airfares exceeds the cost of lodging for each extra day added together. For example, if the difference between airfares is \$500 and lodging for that Saturday and Sunday totals \$300, employees have the option of the Saturday night stay. The following applies when a traveler has opted for a Saturday night stay, but is not conducting City businesses on Saturday or Sunday:
- Supporting documentation comparing airfares is needed to approve Saturday night stay options.
- Cost of lodging and ground transportation to and from the airport/hotel are reimbursable expenses.
- Meals (per diem) are reimbursable at the appropriate rate.
- Ground Transportation (Taxis, Public Transportation, Limousine Service)
  - Transportation to and from the airport is included in the ground transportation amount in the reimbursement rate.
  - Public transportation is encouraged.
  - Ground transportation expense guidelines are provided on the Transportation Reimbursement Rate form
  - Ground transportation expenses are reimbursable with original receipts at the discretion of the department head.
  - Limousine service may be used if the cost is less than the cost of a taxi service or other means of transportation.
  - Gratuity for ground transportation is the sole responsibility of the traveler.
  - Original receipts are required for reimbursement.

### **C. Laundry**

- Employees traveling on City business for three or more consecutive days are entitled to reimbursement for laundry expenses up to a maximum of \$10 per three-day period beginning with the fourth day.
- Original receipts are required for reimbursement.

### **D. Lodging**

- The cost of a standard hotel room is reimbursable up to the maximum daily rate for the city group as listed in the "Rates" (page 14) section of this policy, exclusive of applicable taxes.
- The maximum daily rate may be exceeded only if a lower priced room is not available within a reasonable distance, and only if approved by OBM.
- Employees may stay at higher priced hotels, but they will only receive reimbursement up to the maximum daily rate for the applicable city group in the "Rates" section, if a lower priced hotel is available within a reasonable distance.
- Hotel lodging within the Chicago metropolitan area is not a reimbursable expense.
- All personal expenses must be paid for separately or deducted from the lodging bill before it is submitted for reimbursement.
- Original receipts are required for reimbursement.

### **E. Meals**

- Employees are entitled to a daily per diem allowance, as outlined in the "Rates" section of this policy, as reimbursement for all meals inclusive of tax and gratuity.
- If meals are included in registration fees, per diem will not be reimbursed for pre-paid meals
- If travel is conducted within the Chicago metropolitan area, meals will be reimbursed at the discretion of the department head and with prior approval from OBM
- Meals on travel days can begin when arriving at the airport or departing the Chicago

metropolitan area.

#### **F. Telephone Calls**

- If the employee has a City-issued cell phone, that phone should be used for all telephone calls (unless there is no service).
- Employees are allowed up to twenty (20) minutes (no more than \$5.00) for reimbursable personal phone calls per day while traveling on City business.
- Business calls may be reimbursed at the discretion of the department head with a maximum reimbursement of \$10 per day.
- When possible, employees should avoid hotel surcharges by using cell phones or phones outside the hotel room for personal and business calls.
- Original receipts are required for reimbursement.

#### **G. Additional Expenses**

- Original receipts are required to claim reimbursement for incidental expenses not listed above.
- Reimbursement for incidental expenses will be approved at the discretion of the department head.
- Employees are entitled to a daily per diem allowance, as outlined in the "Rates" (see p. 14) section of this policy, as reimbursement for all meals inclusive of tax and gratuity.
- If meals are included in registration fees, per diem will not be reimbursed for pre-paid meals.
- If travel is conducted within the Chicago metropolitan area (page 7), meals will be reimbursed at the discretion of the department head and with prior approval from OBM.
- Meals on travel days can begin when arriving at the airport or departing the Chicago metropolitan area (page 7).

#### **H. Travel Expense Advances**

- Cash advances are not allowed.

#### **I. Conference Registration Fees**

- Registration fees may be charged to the department's education and professional development accounts (Account 0169) at the discretion of the department head.
- Meals included in conference registration fees will be charged to Account 0169.
- Every effort should be made to take advantage of early registration discounts.

#### **J. Travel by City of Chicago Consultants or Contractors**

- Travel by consultants or contractors engaged by the City should adhere to the City of Chicago Travel Policy. Travel expenses should be included in the contract price and billed as required by the contract.
- Travel by non-employees at the invitation of the City (i.e. candidates for employment, speakers) must be approved by the Mayor's Chief of Staff and adhere to the City of Chicago Travel Policy.
- Reimbursement for non-employees will be for actual expenses incurred, not any flat per diem.
- Travel by City employees to consultant's location prior to approved contract is prohibited.

#### **K. Non-Reimbursable Travel Expenses**

Non-reimbursable expenses include, but are not limited to, the following:

- Additional charges for room upgrades or special "club" floors.
- Alcoholic beverages
- Coat check services

- Entertainment, including but not limited to in-room movies
- Late check-out and guarantee charges
- Parking or moving violation tickets
- Personal services (i.e. barber, shoe shine, health club, massage)
- Spousal expenses
- Toiletries
- Travel accident insurance
- Other expenses of a purely personal nature and not listed as reimbursable in these guidelines.

#### **4. Travel Reimbursement Rates**

Reimbursement rates are categorized by relative travel costs associated with certain cities. Group II, III and IV are not all inclusive. For cities not listed, please consult with the Office of Budget and Management for appropriate reimbursement rates.

### Travel Reimbursement Rates

|   | <b>Group I Cities</b>  | <b>Group II Cities</b>  | <b>Group III Cities</b>  | <b>Group IV Cities</b>  |
|---|--|---|--|---|
|   | Boston, MA<br><br>New York City and metro areas<br><br>Los Angeles, CA<br><br>Miami, FL<br><br>San Francisco, CA<br><br>Washington, DC and metro areas | Atlanta, GA<br><br>Chicago, IL<br><br>Houston, TX<br><br>Philadelphia, PA<br><br>San Jose, CA | Baltimore, MD<br>Cleveland, OH<br>Cincinnati, OH<br>Columbus, OH<br>Dallas, TX<br>Denver, CO<br>Detroit, MI<br>Indianapolis, IN<br>Las Vegas, NV<br>Memphis, TN<br>Milwaukee, WI<br>Minneapolis/St Paul, MN<br>Nashville, TN<br>New Orleans, LA<br>Orlando, FL<br>Phoenix, AZ<br>Portland, OR<br>San Diego, CA<br>Seattle, WA<br>Tampa, FL | Kansas City, MO<br>Louisville, KY<br>Madison, WI<br>Pittsburgh, PA<br>St Louis, MO<br>Springfield, IL** |
| <b>GROUND TRANSPORTATION</b><br>Including parking at point of departure   | \$55   | \$50  | \$40   | \$30  |
| <b>TRANSPORTATION</b>   |  |   |  |   |
| <i>AIR:</i>   | Coach  | Coach   | Coach  | Coach   |
| <i>BUS:</i>   | Economy  | Economy   | Economy  | Economy   |
| <i>RAIL:</i>  | Economy  | Economy   | Economy  | Economy   |
| <i>PERSONAL CAR*:</i>   | \$.0505/mile   | \$.0505/mile  | \$.0505/mile   | \$.0505/mile  |
| <b>LODGING</b><br>Maximum daily rate is exclusive of applicable taxes. Taxes will be included in the reimbursement. | \$250.00   | \$225.00  | \$150.00   | \$125.00  |
| <b>PER DIEM</b><br>Including tax and gratuity   | \$64   | \$59  | \$54   | \$49  |

\* Mileage reimbursement follows the rate as determined by the Internal Revenue Service.  
2008 rate is listed.

\*\* When the Illinois legislature is in session, the Springfield, IL maximum is increased to Group III.

| TRAVEL REQUEST FORM      |  |                        |  |
|--------------------------|--|------------------------|--|
|                          |  |                        |  |
| Name: _____              |  | Department: _____      |  |
| Purpose of Travel: _____ |  | Bureau/Division: _____ |  |
|                          |  | Destination: _____     |  |

|   |                                     |                       |  |
|---|-------------------------------------|-----------------------|--|
| Funding Code: _____   |                                     | Departure Date: _____ |  |
| If more than one funding code is to be used specify amount charge to each.  |                                     | Return Date: _____    |  |
|   |                                     |                       |  |
| <b>TRAVEL EXPENSE ESTIMATE</b>  |                                     |                       |  |
| TO BE COMPLETED AND SUBMITTED 7 BUSINESS DAYS PRIOR TO TRAVEL TO THE<br>OFFICE OF BUDGET AND MANAGEMENT ALONG WITH PROPER DOCUMENTATION |                                     |                       |  |
|   |                                     |                       |  |
| <b>Estimated Expense:</b>   | Transportation \$ _____             |                       |  |
|   | Meals:                              |                       |  |
|   | _____ Days @ _____ per day \$ _____ |                       |  |
|   | Lodging:                            |                       |  |
|   | _____ Days @ _____ per day \$ _____ |                       |  |
|   | Registration (Acct. 0169) \$ _____  |                       |  |
| <b>Other Expenses</b> (please list):  |                                     |                       |  |
|   | _____ \$ _____                      |                       |  |
|   | _____ \$ _____                      |                       |  |
|   | _____ \$ _____                      |                       |  |
|   | <b>TOTAL ESTIMATE \$</b> _____      |                       |  |
|   |                                     |                       |  |
| I have reviewed this Travel Request, and find:  |                                     |                       |  |
| <ul style="list-style-type: none"> <li>• The purpose of this trip fulfills an important public objective;</li> </ul>                    |                                     |                       |  |
| <ul style="list-style-type: none"> <li>• This trip adheres to the City of Chicago Travel Policy;</li> </ul>                             |                                     |                       |  |
| <ul style="list-style-type: none"> <li>• The purpose of the trip cannot be fulfilled locally.</li> </ul>                                |                                     |                       |  |
|   |                                     |                       |  |
|   | Traveler: _____                     | Date: _____           |  |
|   | Department Head: _____              | Date: _____           |  |
|   | OBM Analyst: _____                  | Date: _____           |  |
|   | OBM Director: _____                 | Date: _____           |  |
|   | Chief of Staff*: _____              | Date: _____           |  |
|   | * when applicable                   |                       |  |
| Please attach approved Request Form to Expense Statement when submitting for reimbursement.   |                                     |                       |  |

| <b>TRAVEL EXPENSE STATEMENT</b><br>Department Submit to Comptroller's Audit Section   |                              |                  |                |                             |                 |   |  |           |        |                |
|---|------------------------------|------------------|----------------|-----------------------------|-----------------|---|--|-----------|--------|----------------|
| Employee:   |                              |                  |                | Phone:                      |                 |   | Employee Title:                            |           |        |                |
| Contact:  |                              |                  |                | Phone:                      |                 |   | Travel Dates: From                      To |           |        |                |
| Dept: _   |                              | Purpose of Trip: |                |                             |                 |   |  |           |        |                |
| Funding Code:   |                              |                  |                |                             |                 |   |  |           |        |                |
|   | Transportation               | Rental Vehicles  | Ground Transp. | Common Carrier (Air, Train) | Parking & Tolls | Room & Taxes  | Meals                                      | Telephone | Misc.* | Total Expenses |
| Date  | Personal Auto Common Carrier |                  |                |                             |                 |   |  |           |        |                |
|   |                              |                  |                |                             |                 |   |  |           |        |                |
|   |                              |                  |                |                             |                 |   |  |           |        |                |
|   |                              |                  |                |                             |                 |   |  |           |        |                |
|   |                              |                  |                |                             |                 |   |  |           |        |                |
|   |                              |                  |                |                             |                 |   |  |           |        |                |
|   |                              |                  |                |                             |                 |   |  |           |        |                |
|   |                              |                  |                |                             |                 |   |  |           |        |                |
|   |                              |                  |                |                             |                 | <b>Subtotal (0245)</b>                                  |  |           |        |                |
|   |                              |                  |                |                             |                 | <b>Registration Fee (0169)</b>                          |  |           |        |                |
| * Explanation of Miscellaneous Expenses   |                              |                  |                |                             |                 |   | Total Expenses                             |           |        |                |
|   |                              |                  |                |                             |                 |   | Less Advance                               |           |        |                |
|   |                              |                  |                |                             |                 |   | Less Prepaid Expenses                      |           |        |                |
|   |                              |                  |                |                             |                 |   | Balance Due City                           |           |        |                |
|   |                              |                  |                |                             |                 |   | Balance Due Employee                       |           |        |                |
| I hereby certify that this Travel Expense Statement is in accordance with the policies and procedures of the City of Chicago. All receipts included are original. |                              |                  |                |                             |                 |   |  |           |        |                |
|   |                              |                  |                |                             |                 |   |  |           |        |                |
| _____<br>Employee Signature   |                              |                  |                | _____<br>Date               |                 | _____<br>Approving Finance Director or Designee<br>Date |  |           |        |                |

**EXHIBIT 10**

**CITY OF CHICAGO  
MULTI-PROJECT LABOR AGREEMENT**



## **CITY OF CHICAGO MULTI-PROJECT LABOR AGREEMENT**

This Model Multi-Project Labor Agreement ("Agreement") is entered into by and between City of Chicago, an Illinois municipal corporation, as Owner, on behalf of itself and each of its contractors, subcontractors of whatsoever tier performing construction work on any project to which this Agreement shall be applicable, and each of the undersigned labor organizations signatory hereto.

Whereas, Owner is responsible for construction, demolition, rehabilitation, maintenance, and/or renovation of real property located in Chicago, Illinois; due to the size, scope, cost and duration of the multitude of Projects traditionally performed by the City of Chicago, the parties to this Agreement have determined that it is in their interest to have these Projects completed in the most timely, productive, economical and orderly manner possible, and without labor disruptions of any kind that might interfere with, or delay, any of these Projects;

Whereas, the parties have determined that it is desirable to eliminate the potential for friction and disruption of these Projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work, experience has proven the value of such cooperation, and that such mutual undertakings should be maintained, and, if possible, strengthened, and that the ultimate beneficiaries remain the Owner of the project; and

Whereas, the Owner acknowledges that it has a serious and ongoing concern regarding labor relations associated with the Projects and through its completion irrespective of the existence of a collective bargaining relationship with any of the signatory, labor organizations;

NOW THEREFORE, in order to further these goals and objectives and to maintain the spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, Owner, its representatives, and agents shall not contract or subcontract, nor permit any other person, firm, company, or entity to contract or subcontract, any construction, demolition, rehabilitation or renovation work for the Project work covered under this Agreement or within the trade jurisdiction of the signatory labor organization, to be performed at the Site of construction or off-site solely for installation at the Site (including all tenant improvements, if applicable), unless such work is performed only by a person, firm or company signatory, or willing to become signatory, to the applicable area-wide collective bargaining agreement(s) with the union(s) or the appropriate trade/craft: union(s) or subordinate body or affiliate of the Chicago & Cook County Building & Construction Trades Council ("Council") or the Teamsters' Joint, Council No. 25; Copies of all such current collective bargaining agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof, and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all Requests for Bids and/or Proposals and shall be explicitly included in all contracts or subcontracts of whatsoever tier by all contractors and subcontractors; provided that the total Project value exceeds \$25,000.00. In no event shall contracts be "split" so as to avoid the applicability of this Agreement. In the event a dispute arises with respect to the applicability of this Multi-Project Labor Agreement to a particular project, the parties

agree to submit said dispute to final and binding arbitration before a Permanent Umpire who shall be mutually agreed to by the parties.

2. With respect to a contractor or subcontractor who is the successful bidder, but is not signatory to the applicable collective bargaining agreement, the collective bargaining agreement(s) executed by said bidder shall be the relevant area-wide agreement(s) regulating or governing wages, hours and other terms and conditions of employment.

3. During the term of this Agreement, the Owner or any Project contractor and subcontractor shall engage in no lockout.

4. During the term of this Agreement, no labor organization signatory hereto, or any of its members, officers, stewards, agents, representatives, or employees shall instigate, authorize, support, sanction, maintain, or participate in any strike, walkout, work stoppage, work slowdown, work curtailment, cessation or interruption of production, or in any picketing of any Site covered under this Agreement for any reason whatsoever, including but not limited to the expiration of any of the collective bargaining agreements referred to on Appendix A. In the event of an economic strike or other mob action upon the termination of an existing collective bargaining agreement, in no event shall any adverse mob action be directed against any covered Project. All provisions of the subsequently negotiated collective bargaining agreement shall be retroactive for all employees working at a Project Site, provided such a provision for retroactivity is contained in the newly negotiated collective bargaining agreement.

5. Each Union signatory hereto agrees that it will use its best efforts to prevent any of the acts forbidden in Paragraph 4, and that in the event any such act takes place or is engaged in by any employee or group of employees, each Union signatory hereto further agrees that it will use its best efforts (including its full disciplinary power under its Constitution and/or By-Laws) to cause an immediate cessation thereof.

6. Any contractor or subcontractor signatory or otherwise bound stipulated or required to abide by and to any provisions of this Agreement shall have the right to discharge or discipline any employee who violates the provisions of this Agreement. Such discharge or discipline by a contractor or subcontractor shall be subject to the Grievance/Arbitration procedure of the applicable collective bargaining agreement only as to the fact of such employee's violation of this Agreement. If such fact is established, the penalty imposed shall not be disturbed. Work at any Site covered under this Agreement shall continue without disruption or hindrance of any kind during any Grievance Arbitration procedure.

7. The parties expressly authorize a court of competent jurisdiction to order appropriate injunctive relief to restrain any violation of this Agreement, any form of self-help remedy is expressly forbidden. Nothing in the foregoing shall restrict any party to otherwise judicially enforce any provision of its collective bargaining agreement between any labor organization and a contractor with whom it has a collective bargaining relationship.

8. This Agreement shall become effective, and shall be included in all Requests for Proposals and/or Bids, all Purchase Orders, Contracts or other arrangements issued by the City of Chicago for work described in Paragraph I above immediately subsequent to

the ratification of the Ordinance authorizing this Multi-Project Labor Agreement by the City Council.

9. This Agreement shall expire on December 31, 2016 and shall be automatically extended for an additional five (5) year term unless the parties issue a notice to terminate between sixty (60) and (30) days prior to the initial expiration date.

10. In the event a dispute shall arise between any contractor or subcontractor of the Project and any signatory labor organization and/or fringe benefit fund established under any of the appropriate collective bargaining agreements as to the obligation and/or payment of fringe benefit contributions provided under the collective bargaining agreement, upon proper notice to the contractor(s) or subcontractor(s) by the applicable labor organization or fringe benefit fund and to the contractor or subcontractor, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the contractor or subcontractor, or their agents until such time as said claim is resolved.

11. In the event of a jurisdictional dispute by and between any labor organizations signatory hereto, such labor organizations shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to trade or work jurisdiction, all parties, including, the employers, contractors or subcontractors agree that a final and binding resolution of the dispute shall be resolved as follows:

a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve the dispute. (In the event there is a dispute between local unions affiliated with the same International Union, the decision of the General President, or his/her designee, as the internal jurisdictional authority of that International Union, shall constitute a final and binding decision and determination as to the jurisdiction of work.)

b.) If no settlement is achieved subsequent to the preceding Paragraph, the matter shall be referred to the Chicago & Cook County Building & Construction Trades Council which shall meet with the affected trades within forty-eight (48) hours subsequent to receiving notice. An agreement reached at this Step shall be final and binding.

c.) If no settlement agreements is reached during the proceedings contemplated by Paragraph "a" or "b" above, the matter shall be immediately referred to the Joint Conference Board established by the Standard Agreement between the Construction Employers' Association and the Chicago & Cook County Building & Construction Trades Council, which may be amended from time to time, for final and binding resolution of said dispute. Said Standard Agreement is attached hereto as Appendix "B" and specifically incorporated into this Agreement.

12. This Agreement shall be incorporated into and become part of the collective bargaining agreements between the Unions signatory hereto and contractors and subcontractors. In the event of any inconsistency between this Agreement and any collective bargaining agreement, the terms of this Agreement shall supersede and prevail except for all work performed under the NT Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instrument

calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors with the exception of the content and subject matter of Articles V, VI and VII of the AFL-CIO's Building & Construction Trades Department model Project Labor Agreement.

13. The parties agree that in the implementation and administration of this Agreement, it is vitally necessary to maintain effective and immediate communication so as to minimize the potential of labor relations disputes arising out of this Agreement. To that end, each party hereto agrees to designate, in writing, a representative to whom problems can be directed which may arise during the term of this Agreement. Within forty-eight (48) hours after notice of the existence of any problem, representatives of each party shall meet to discuss and, where possible, resolve such problems. The representative of the signatory unions shall be Thomas Villanova, or his designee, President of the Chicago & Cook County Building & Construction Trades Council. The representative of Owner shall be the Corporation Counselor his/her designee.

14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.

15. Owner and General Contractor, on behalf of themselves and their contractors and subcontractors agree that the applicable substance abuse policy (i.e., drug, alcohol, etc.) applicable to the employees working on any covered Project shall be that as contained, or otherwise provided for, in the area-wide collective bargaining agreements attached at Appendix "A" to this Agreement. Nothing in the foregoing shall limit the Owners and/or General Contractor, its contractors or subcontractors from instituting its own substance abuse policy governing other employees performing work on a Project not otherwise covered under this Agreement. In the event there is no substance abuse policy in the applicable collective bargaining agreement, the policy adopted by the Owners and/or General Contractor may apply.

16. The parties recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter referred to as the "Center") and the Center's "Helmets to Hardhats" program to service as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The parties also agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this project and of apprenticeship and employment opportunities for these Projects. To the extent permitted by law, the parties will give appropriate credit to such veterans for bona fide, provable past experience, in the building and construction industry.

The parties recognize the importance of facilitating the goals and objectives of the Apprenticeship & Training Initiative agreed to by the parties in separate collective bargaining agreements applicable to employees of the Owner. Additionally, parties agree to incorporate the duties and responsibilities associated with the Supplemental Addendum to the Multi-Project Labor Agreement between the signatory labor organizations and the Chicago Public Schools attached hereto in Appendix "C" and incorporated herein. Towards these ends, the undersigned labor organizations will assist and cooperate with the Owner, the Chicago Public Schools, City Colleges and contractors in monitoring and enforcing the foregoing commitments, including providing relevant information requested by the Owner for the purpose of such monitoring and enforcement, including the information provided for in Paragraph 3(E) of the Supplemental Addendum with CPS. Upon execution of this Agreement, representatives of the Owner and the Chicago Building Trades Council will immediately meet for the purpose of establishing the specific mechanism by which this information will be gathered, processed and reported.

The parties hereto agree and acknowledge that the commitments set forth herein, including those in the attached Appendix "C" are interdependent. In the event the goals and commitments set forth in Appendix "C" are not realized, the City shall bring this to the attention of the Chicago Building Trades Council ("Council"), and the parties shall immediately meet for the purpose of identifying the cause(s) of said failure and implement necessary measures to remedy the failure. Should the Council's affiliate members refuse to implement measures reasonably necessary to realize these goals and commitments, the City may terminate this Agreement subsequent to January 1, 2013. If, as of June 1, 2012, the City believes that the Council's affiliate members have failed to implement measures reasonably necessary to realize these goals and commitments, the City may at that time deliver to the Council formal written notice of intent to terminate this Agreement on January 1, 2013.

Upon deliverance of such notice, the parties shall immediately meet to craft and implement additional measures to remedy such failure. If the parties are unsuccessful in implementing satisfactory measures, the City may implement said notice of termination on January 1, 2013.

The parties acknowledge the Residency requirement for employees of contractors and subcontractors in the standard City of Chicago construction contract. The parties also agree to cooperatively work and monitor compliance with these requirements and to work cooperatively to facilitate and work in good faith to the achievement of said required Residency provision including union attendance at pre-bid conferences with prospective contractors and subcontractors as well as other reasonable undertakings to demonstrate progress in this regard.

17. The parties agree that contractors and subcontractors working under the provisions of this Agreement shall be required to strive to utilize the maximum number of apprentices on said Project as permitted under the applicable collective bargaining agreement as contained in Appendix "A".

18. This document, with each of the Attachments, constitutes the entire agreement of the parties and may not be modified or changed except by the subsequent written agreement of the parties.

19. All parties represent that they have the full legal authority to enter into this Agreement.

The undersigned, as the Owner and Labor Organizations on the Project, agree to all of the terms and conditions contained in this Agreement.

Dated this the 9th day of February, 2011 in Chicago, Cook County, Illinois.

On behalf of Owner:

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Corporation Counsel

Duly Authorized Officer of the City of Chicago

On behalf of \_\_\_\_\_  
(Insert Name of Labor Organization)

---

Its Duly Authorized Officer

## Signatory Unions

|   |   |
|---|---|
| Boilermakers Local 1  | Sign, Display, Pictorial Artists and Allied Workers Local 830     |
| Bricklayers and Allied Crafts Local 21                                      |   |
| Ceramic Tile & Terrazzo   | Plasters Local 5  |
| Painters, Cleaners, Caulkers  |   |
| BAC Administrative Council #1 of IL   | Plumbers Local 130  |
| Chicago Regional Council of Carpenters 1 3                                  | United Union of Roofers, Waterproofers & Allied Workers Local #11 |
| Carpenters local Union #13  |   |
| Cement Masons local 502   | Sheet Metal Workers Local 73                                      |
| IBEW, Local 134   | Sprinkler Fitters Local 281                                       |
| Elevator Constructors, Local 2  | Teamsters Local 731   |
| Operating Engineers, Local 150  | Glaziers Local 27   |
| Heat and Frost Insulators, Local 17   |   |
| Iron Workers District Council of Chicago and Vicinity                       |   |
| Architectural Iron Workers, Local 63  |   |
| Bridge & Structural Iron Workers, Local 1                                   |   |
| Machinery Movers, Riggers & Machinery Erectors, Local 136                   |   |
| Construction & General laborers' District Council of Chicago and Vicinity 4 |   |
| Machinists, Local 126   |   |
| Painters' District Council No. 14   |   |

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3 Carpenters Local include: locals 1, 10, 13, 54, 58, 62, 74 (lathers), 80, 141, 181, 2n, 434, 578, 839, 1027, 1185, 1307, 1539, 1693 (Millwrights) - City of Chicago Local in Bold.

4 Laborers Locals include: Locals One, 2, 4, 5, 6, 25, 76, 118, 225, 269, 1001, 1092 (City of Chicago Locals in Bold).



**For appendices, please see website, as provided in the Agreement**

**[HTTP://www.CityofChicago.org/PLA](http://www.CityofChicago.org/PLA)**